

WAR PRODUCTION BOARD

WASHINGTON, D. C.

IN REPLY REFER TO:

September 21, 1942

MEMORANDUM FOR: CHIEF OF THE BUREAU OF SHIPS
NAVY DEPARTMENT

SUBJECT: Seattle-Tacoma Shipbuilding Corporation
at Seattle, Washington

The Plant Site Board has formally approved your proposal in the amount of \$1,500,000 for the Seattle-Tacoma Shipbuilding Corporation at Seattle, Washington for paving, dredging, material handling equipment and fire protection.

These costs are incurred in the transfer of this yard from The Maritime Commission to the Navy. In exchange, The Ingalls Shipbuilding & Dry Dock Company yard at Pascagoula, Mississippi, and the Moore Dry Dock Company yard at Oakland, California are to be transferred to the Maritime Commission.

Haelder Hudgins
HOULDER HUDGINS
Chairman, Plant Site Board

BY: *Fredrick A. Keimich*



923 2767

REPRODUCED AT THE NATIONAL ARCHIVES

Corp. (751fo)

NAVY DEPARTMENT
BUREAU OF SHIPS
WASHINGTON, D. C.

September 9, 1942

MEMORANDUM

FOR THE SECRETARY OF THE NAVY
AND THE WAR PRODUCTION BOARD

SUBJECT: Clearance and authority for facilities for SEATTLE-TACOMA SHIPBUILDING CORPORATION, Seattle, Washington, Contract NObs-779.

References:

- (a) Ltr. from Chairman of the U. S. Maritime Commission to SECNAV, dated April 22, 1942.
- (b) Ltr. from SECNAV to the Chairman of the U. S. Maritime Commission, Q51/L4-3, FS/L4-3 (710), dated April 25, 1942.
- (c) Ltr. to Chairman of the U. S. Maritime Commission, QM/Moore Dry Dock Co. (751fo)mc, from BUSHIPS, dated August 28, 1942.

Enclosures:

- (A) Copy of reference (c).

1. References (a) and (b) evidence arrangements made between the Maritime Commission and the Navy providing for (a) the transfer by the Commission to the Navy of (i) certain C-3 hulls, contracts for which had been awarded by the Commission to Seattle-Tacoma Shipbuilding Corporation (hereinafter referred to as the "Contractor") and which are now being converted into Aircraft Escort Vessels for the Navy, and (ii) the shipbuilding facilities project (hereinafter referred to as the "present project") likewise awarded by the Commission to the Contractor and comprising the addition to the Contractor's yard of six shipways, pier extensions, and related facilities, and (b) the transfer by the Navy to the Commission of (i) the shipbuilding and ship repair facilities projects being constructed for the Navy under Defense Plant Corporation contracts with Moore Dry Dock Company, and (ii) the shipbuilding facilities projects awarded by the Navy to the Ingalls Shipbuilding Corporation. The transfer of such hulls having been completed, it is now proposed to proceed as outlined in enclosure (A) with the steps necessary to carry out the arrangement as to the facilities projects involved.



2. As shown by reference (c), the Commission will proceed with the present project through September 30, 1942, and reimburse the Contractor for all expenses incurred in connection herewith prior to the close of business on that date except as to \$300,000 of such expenses to be used as an offset against an equal amount of expenses which will in the case of one of the Ingalls projects be assumed by the Commission, and the Navy will then assume jurisdiction over the present project and provide for its completion. It is estimated that the total cost of completing the present project as contemplated by the Maritime Commission after such date and providing for the payment of such \$300,000 will be approximately \$1,400,000.

3. In connection with the conversion of the C-3 hulls to Aircraft Escort Vessels, it has developed that the following additional facilities (hereinafter referred to as the "additional facilities") having a total estimated cost of \$1,050,000, will be needed for commissioning, fitting-out and storage purposes, and that facilities having an estimated cost of \$300,000 are required to provide additional fire protection for the original projects:

<u>Item</u>	<u>Estimated Cost</u>
Warehouse buildings	\$ 360,000
Commissioning dock	125,000
Railroad track	10,000
Paving and storage areas	60,000
Clearing, grading & bulkheading	15,000
Furnace	5,000
Electrical system	100,000
Plumbing and necessary piping	75,000
Handling equipment	100,000
Dredging	5,000
Miscellaneous small buildings	10,000
Plant protection in view of location of petroleum company alongside, (and fire protection for present plant)	150,000
Contractor's fee	50,000
Contingencies	85,000
TOTAL ESTIMATED COST	\$1,150,000

Without the additional facilities herein proposed it will be impossible to prepare the above vessels for commissioning within the schedule already laid out; furthermore, the Bureau feels certain that this will be a continuing problem inasmuch as the Bureau recently made to the Contractor an award for the construction of thirty-six (36) additional vessels of the same type and

five (5) other vessels, and has under consideration the award of fifteen (15) more vessels. As for the additional fire protection required for the present project, recent experience with incipient fires about the yard indicates that the fire hazard is too great not to provide for increased protection to better safeguard these vessels against destruction from fire. The site upon which it is proposed to locate the additional facilities is near the present project and will be leased by the Contractor under a long term lease containing an option to purchase at any time during the term of the original lease or any renewal or extension thereof, removal provisions, and provisions for assignment to the Government in the event of termination of the Contractor's right to use. The following information relates to the operation of the additional facilities:

COMPLETION OF FACILITIES: Six months.

LABOR: Only a very small number of additional employees will be required since it is contemplated that most of the necessary employees will be transferred from the Contractor's present plant.

POWER: Approximately 100 KVA will be required; sufficient available.

WATER: Unusual amounts of fresh water not required.

FUEL: Sufficient available.

TRANSPORTATION: Since only a small number of additional employees will be required, transportation for personnel will present no additional problem. Sufficient available for materials via railroads.

4. For the purposes of the completion of the present project, the furnishing of the additional facilities and increased fire protection means, and providing for the use by the Contractor and the ultimate disposition to be made of all the Government-owned facilities, it is proposed to enter into the subject contract with the Contractor. Such contract will be a negotiated, Bureau of Ships - Navy Type contract, providing for (a) the Contractor's acquisition, construction and installation of the facilities, (b) the Contractor's use of the facilities upon payment of a rental to the Government, which rental will be at a nominal amount so long as the facilities are used solely for work ordered by the Navy on a cost-plus-a-fixed-fee basis, (c) Government reimbursement to the Contractor for the true costs of the facilities, (d) the vesting of title to the facilities in the Government as reimbursement or delivery is made, (e) the granting to the Contractor of an option

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...to purchase the facilities either at their fair or depreciated value at the time of purchase, and (f) the granting to the Government of an option to purchase the Contractor's shipyard in the event the Contractor does not purchase the Government-owned facilities.

5. The authority of the Secretary of the Navy and contract and plant site clearance by the War Production Board are therefore requested in order to permit an expenditure of \$1,400,000 for the purpose of completing the present project as contemplated by the Maritime Commission, an expenditure of \$1,150,000 for the purpose of providing the additional facilities and increased fire protection means for the present project, and the execution of the subject contract and a Letter of Intent therefor.

C. A. Jones
C. A. JONES
Acting Chief of Bureau of Ships

Returned to the Bureau of Ships.

APPROVED:

William L. Jackson
By direction of THE SECRETARY OF THE NAVY
and
THE DIRECTOR OF PURCHASES - WPB

9/12, 1942

APPROVED:

Chairman, Plant Site Board

Checked & Cleared

Pro. Legal *Pur. 9/9/42*

Fin. Spec. *9/9/42*

Pur. Spec. *9/9/42*

Copies to:
JAG
SECNAV
BUSHIPS (278)
BUSHIPS (140)

(751fo)mo
8-20-42

NAVY DEPARTMENT
BUREAU OF SHIPS
Washington, D. C.

August 28, 1942

My dear Mr. Chairman:

With further reference to the proposed exchange of the Navy sponsored Moore Dry Dock Company and Ingalls Shipbuilding Corporation facilities projects for the Maritime Commission sponsored Seattle-Tacoma Shipbuilding Corporation facilities project, representatives of the Commission and this Bureau have now agreed in substance as to the procedure to be followed for effecting such exchange, and the Bureau wishes to confirm such agreement as follows:

As to the Moore projects, the following procedure has in substance been agreed upon:

a. The Navy and Defense Plant Corporation will enter into an agreement providing that (a) Plancoor 28 and Plancoor 370, or either of them, shall be amended so as to permit the acquisition thereunder prior to September 30, 1942 of the initial complement of small tools required for the Moore projects, (b) Plancoor 370 shall be amended so as to eliminate therefrom certain dredging and weight handling equipment having a total estimated cost of approximately \$100,000 which, in view of the elimination of a dry dock therefrom, will no longer be needed for such projects, (c) the Department will reimburse Defense Plant Corporation for all expenditures made under Plancoors 28 and 370 prior to such date and not previously paid, (d) contracts MOD-1688 and MODs-61 between the Navy and Defense Plant Corporation will be terminated as of such date, and (e) Plancoors 28 and 370 shall be amended, as of such date, so as to transfer the Navy's rights thereunder to the Commission.

b. The Commission and Defense Plant Corporation will enter into an agreement providing for the continuation of the projects from and after September 30, 1942, either by the Commission or Defense Plant Corporation.

c. If the Commission determines that it will after the transfer take over the Moore projects from Defense Plant Corporation (a) the permit from the Navy to Defense Plant Corporation covering the real estate condemned by the Navy for the purposes of the projects either will be assigned by Defense Plant Corporation to the Commission or will be terminated and replaced by a

new permit from the Navy to the Commission, as the Commission may elect, and (b) the lease from Western Pacific Railway Company to Defense Plant Corporation will be assigned to the Government, or the land covered by such lease will be condemned by the Commission, as the Commission may elect.

d. The Commission will in a letter to the Chief of the Bureau of Ships confirm that all the facilities necessary for the construction of the naval vessels now contracted for will be maintained and kept available so as to permit the completion of such vessels according to schedule, that the repair facilities in the original Moore yard will be maintained and kept available for Navy repair work, and that, subject to such agreement as may be reached as a result of the negotiations now being carried on relative to the maintenance for such repair work of the marine railway on the former Southern Pacific land, neither such land nor any of the facilities thereon will be disposed of by the Commission unless the Navy shall have first been given an opportunity to have them re-transferred to its jurisdiction.

As to the Ingalls projects, the following procedure has in substance been agreed upon:

1. The Navy and Ingalls will enter into an agreement providing that (a) the entire Government reimbursement for the costs of the facilities which are being provided under Contract NOb-1628 and which are to be completed early in September shall be made by the Navy Department promptly after the certification of such costs, and title to such facilities shall be transferred to the Government and the contract itself terminated when such reimbursement is made, (b) the Letter of Intent in respect of contract NOb-430 shall be canceled as of the close of business on September 30, 1942, and contract NOb-430 will not be executed in final form, and (c) Ingalls will not apply to the Navy Department for any reimbursement under such Letter of Intent for any expenditures made thereunder. Ingalls has advised the Bureau that it has not applied and will not hereafter apply for any reimbursement under such Letter of Intent.

2. The Commission and Ingalls will enter into an agreement which will include the facilities of both projects and provide for the reimbursement to Ingalls by the Commission of the costs of all of the facilities contemplated by such Letter of Intent and for the continuation of the projects from and after September 30, 1942, by the Commission.

As to the Seattle-Tacoma project, the following procedure has in substance been agreed upon:

...the Commission and Seattle-Tacoma will enter into an agreement providing (a) that contract DA-MCg-12 shall be terminated as of September 30, 1942, and (b) the Commission will under such contract reimburse Seattle-Tacoma for all expenditures which shall have been made under such contract prior to such date and for which Seattle-Tacoma shall not theretofore have been reimbursed, except that the Commission will not be required to reimburse Seattle-Tacoma for \$300,000 of such expenditures, which amount has been agreed upon as the amount which the Navy Department would have been required to pay to Ingalls as reimbursement for expenditures made under the above mentioned Letter of Intent prior to the close of business on September 30, 1942.

...The Navy and Seattle-Tacoma will enter into an agreement which will include the facilities contemplated by contract DA-MCg-12 and provide for the continuation of the project from and after September 30, 1942, by the Navy, and for the reimbursement to Seattle-Tacoma by the Navy Department of the above mentioned \$300,000 and of the costs to be incurred after such date.

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QM/Moore Dry Dock Co. (751fo)

3.

a. The Commission and Seattle-Tacoma will enter into an agreement providing (a) that contract DA-MCg-12 shall be terminated as of September 30, 1942, and (b) the Commission will under such contract reimburse Seattle-Tacoma for all expenditures which shall have been made under such contract prior to such date and for which Seattle-Tacoma shall not theretofore have been reimbursed, except that the Commission will not be required to reimburse Seattle-Tacoma for \$300,000 of such expenditures, which amount has been agreed upon as the amount which the Navy Department would have been required to pay to Ingalls as reimbursement for expenditures made under the above mentioned Letter of Intent prior to the close of business on September 30, 1942.

b. The Navy and Seattle-Tacoma will enter into an agreement which will include the facilities contemplated by contract DA-MCg-12 and provide for the continuation of the project from and after September 30, 1942, by the Navy, and for the reimbursement to Seattle-Tacoma by the Navy Department of the above mentioned \$300,000 and of the costs to be incurred after such date.

c. The lease of the land constituting the site of the project will be amended so as to transfer the rights of the Commission thereunder to the Navy.

The Commission is respectfully requested either to confirm that the foregoing is in accordance with its understanding of the procedure proposed to be followed in respect of this exchange of facilities, or to advise the Bureau as to any changes considered necessary or desirable.

Very truly yours,

/s/ C. A. Jones

Assistant Chief

The Chairman
U. S. Maritime Commission
Washington, D. C.

cc: Defense Plant Corporation
Lafayette Building
Washington, D. C.
Att: Mr. F. J. O'Hara, Jr.

Corp. (751fo)

NAVY DEPARTMENT
BUREAU OF SHIPS
WASHINGTON, D. C.

September 9, 1942

MEMORANDUM

FOR THE SECRETARY OF THE NAVY
AND THE WAR PRODUCTION BOARD

SUBJECT: Clearance and authority for facilities for SEATTLE-TACOMA SHIPBUILDING CORPORATION, Seattle, Washington.
Contract NObs-779.

References:

- (a) Ltr. from Chairman of the U. S. Maritime Commission to SECNAV, dated April 22, 1942.
- (b) Ltr. from SECNAV to the Chairman of the U. S. Maritime Commission, QSL/LA-3, FS/LA-3 (710), dated April 25, 1942.
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2. As shown by reference (c), the Commission will proceed with the present project through September 30, 1942, and reimburse the Contractor for all expenses incurred in connection herewith prior to the close of business on that date except as to \$300,000 of such expenses to be used as an offset against an equal amount of expenses which will in the case of one of the Ingalls projects be assumed by the Commission, and the Navy will then assume jurisdiction over the present project and provide for its completion. It is estimated that the total cost of completing the present project as contemplated by the Maritime Commission after such date and providing for the payment of such \$300,000 will be approximately \$1,400,000.

3. In connection with the conversion of the C-3 hulls to Aircraft Escort Vessels, it has developed that the following additional facilities (hereinafter referred to as the "additional facilities") having a total estimated cost of \$1,050,000, will be needed for commissioning, fitting-out and storage purposes, and that facilities having an estimated cost of \$100,000 are required to provide additional fire protection for the original project:

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five (5) other vessels, and has under consideration the award of fifteen (15) more vessels. As for the additional fire protection required for the present project, recent experience with incipient fires about the yard indicates that the fire hazard is too great not to provide for increased protection to better safeguard these vessels against destruction from fire. The site upon which it is proposed to locate the additional facilities is near the present project and will be leased by the Contractor under a long term lease containing an option to purchase at any time during the term of the original lease or any renewal or extension thereof, removal provisions, and provisions for assignment to the Government in the event of termination of the Contractor's right to use. The following information relates to the operation of the additional facilities:

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LABOR: Only a very small number of additional employees will be required since it is contemplated that most of the necessary employees will be transferred from the Contractor's present plant.

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WATER: Unusual amounts of fresh water not required.


FUEL: Sufficient available.

TRANSPORTATION: Since only a small number of additional employees will be required, transportation for personnel will present no additional problem. Sufficient available for materials via railroads.

4. For the purposes of the completion of the present project, the furnishing of the additional facilities and increased fire protection means, and providing for the use by the Contractor and the ultimate disposition to be made of all the Government-owned facilities, it is proposed to enter into the subject contract with the Contractor. Such contract will be a negotiated, Bureau of Ships - Navy Type contract, providing for (a) the Contractor's acquisition, construction and installation of the facilities, (b) the Contractor's use of the facilities upon payment of a rental to the Government, which rental will be at a nominal amount so long as the facilities are used solely for work ordered by the Navy on a cost-plus-a-fixed-fee basis, (c) Government reimbursement to the Contractor for the true costs of the facilities, (d) the vesting of title to the facilities in the Government as reimbursement or delivery is made, (e) the granting to the Contractor of an option

to purchase the facilities either at their fair or depreciated value at the time of purchase, and (f) the granting to the Government of an option to purchase the Contractor's shipyard in the event the Contractor does not purchase the Government-owned facilities.

5. The authority of the Secretary of the Navy and contract and plant site clearance by the War Production Board are therefore requested in order to permit an expenditure of \$1,400,000 for the purpose of completing the present project as contemplated by the Maritime Commission, an expenditure of \$1,150,000 for the purpose of providing the additional facilities and increased fire protection means for the present project, and the execution of the subject contract and a Letter of Intent therefor.


C. A. JONES
Acting Chief of Bureau of Ships

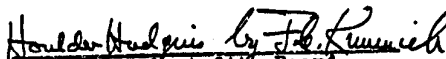
Returned to the Bureau of Ships.

APPROVED:

By direction of THE SECRETARY OF THE NAVY
and
THE DIRECTOR OF PURCHASES - WPB

_____, 1942

APPROVED:


Chairman, Plant Site Board

Checked & Cleared

Pro. Legal _____

Fin. Spec. _____

Pur. Spec. _____

Copies to:

JAG

SECNAV

BUSHIPS (278)

BUSHIPS (140)

-4-

NAVSHIPS (24)
NBS 50
NAVY DEPARTMENT
BUREAU OF SHIPS
(Rev. 5-43)

REPRODUCED AT THE NATIONAL ARCHIVES

ROUTE SLIP

Code of Originating Section 264-2 Initialed by E. J. J. Date 2/24/44

INITIALED		REMARKS
SECTION CODE	DATE	
764d	2/24/44	E. W. Jones
764	2/24/44	
760	2/24/44	
DATE—SERIAL NUMBER		2290926
ENCLOSURES	FILE	
HW	DATE	28 FEB 1944
SC		
		OKD by W. W.
		R. E. Jones By direction of Chief of Bureau
		File No. Om/Seattle Tacoma Sk

W/Seattle-Tacoma 32
(76-2)

To: The Supervisor of Shipbuilding, USN,
Seattle-Tacoma Shipbuilding Corp.
Tacoma Division,
Tacoma, Washington.

28 FEB 1944

Subj: Facilities Contract NObs-779 - Seattle-Tacoma Shipbuilding
Corp., Tacoma, Wash. - Field approvals of purchase orders -
Disapproval of.

Ref: (a) BuShips Tacoma ltr. NObs-779 (AM) dated 6
December, 1943, to BuShips.

Encl: (A) List of items not allowable under Facilities Contract
(M) NObs-779, dated 23 February, 1944.
(B) List of items dated 23 February, 1944 requiring clearer
descriptions as to the items and number in which they
will be used under Contract NObs-779.

1. The Supervisor in paragraph 6 of reference (a) advised that two copies of all purchase orders, purchase order changes, shop orders and shop order changes approved by the Supervisor up to and including 30 October, 1943 were being forwarded to the Bureau under separate cover.

2. The Bureau has carefully reviewed all orders and changes. Enclosure (A) herewith is a list of items in the amount of \$13,423.49, which, in the Bureau's opinion, fall into the category of "portable, power-driven, loose, hand, small, expendable or easily lost, stolen or broken tools, accessories or equipment," and for this reason are not allowable as charges against the facilities contract, but should be absorbed by the contractor. It is requested that the Supervisor withdraw approvals extended on all items listed in enclosure (A).

3. Enclosure (B) is a list of items in the amount of \$3,100.63, not clearly described, or the use of which is not clearly indicated. It is requested that the Supervisor furnish the Bureau with a detailed description of these items and also advise where, and the manner in which they will be used in the contractor's plant.

(a) It is noted that under Item 93, Purchase Order 1193, dated April 14th, 1943, the Supervisor approved the purchase of twelve Charles of London or Lawson type Davenportes at \$115. each, four chairs to match

2290926

HQ/Seattle-Tucson 25 (764-2)

MLK:pw
2/24/44

Re: BuShips, Hatch, Wash.

at \$62.50 each, and sixteen end tables at \$7.50 each, for a total amount of \$1,750. The purchase order indicates that these items are for the women's rest room. There are five (5) additional dormports under Item 33, Purchase Order 1234 dated July 15, 1943 at \$69.50 each, on which the use is not indicated. It is the Bureau's opinion that this furniture may be considerably more expensive than the need justifies. Attention is called to Bureau directives under which the standards of facilities acquired are to be "only the minimum required for the existing emergency." It is requested that the Supervisor justify the purchase of the above furniture in view of the possibility of less expensive furniture serving the purpose just as well.

(b) Under Item 33, purchase order #1112 dated February 1, 1943 the contractor purchased a Ford truck equipped with sound equipment at a price of \$500. The Supervisor is requested to justify the need and use for this item.

4. In addition to the above listed items, the Supervisor's attention is called to the item 44, Purchase Order #267 dated April 6, 1943, for fifteen (15) pedestal grinders equipped with grinding wheels and to Item 35, Purchase order #7, dated October 12th, 1942 for a quantity of forty-two #227-P chassis speakers and tubes. The basic machines meet with the Bureau's approval. However, the grinding wheels and tubes are expendable and are, therefore, not allowable items. The Supervisor's approval should be withdrawn on the wheels and tubes if a credit is allowed when the grinders and speakers are purchased, less wheels and tubes.

GO to:
BuSands-GIS
Cost Inspector
BuShips (760)

R. E. Jones
By direction of
Chief of Bureau

2290926

SEATTLE PACOMA SHIPPING CO. CORPORATION
PACOMA DIVISION
Contract No. 779

ENCLOSURE (A)

Blank of Items Not Allowable Under Facilities Contract No. 779. Dated 27 February 1944

Item No.	P.O. No.	Date	Quantity	Description	Unit Price	Amount
44	147	2-1-43	1	Left Hand Tool Holder	\$9.20 ea.	\$9.20
			1	Right Hand Tool Holders - Forged	22.40 ea.	22.40
			1	3 1/2", 1, 1-1/2", 1-1/4", 1-3/8", 1-1/2" High Speed USS ground thread Chasers	13.40	13.40
			1	1-5/8", 1-3/4", 1-7/8", 2, 2-1/4", 2-1/2", 2-3/8", 3" High Speed USS ground thread Chasers		
46	12	12-22-42	1 set ea.	16, 14, 12 pitch National Fine High Speed Ground Thread Chasers	22.40 ea.	22.40
47	9	10-8-42	7	1320 Volt RMA Electric Heaters	22.40 ea.	156.80
			7	Cat. No. 11426, 10 KW, 230 Volt immersion heaters	13.00 ea.	91.00
			12	Cat. No. 11437, 5 KW, 230 volt immersion heaters	15.15 ea.	181.80
			12	Cat. No. 11436, 5 KW, 230 volt immersion heaters	11.50 ea.	138.00
			9	Cat. No. 11432, 3 KW, 115 volt immersion heaters	11.50 ea.	103.50
			12	Cat. No. 11428, 2 KW, 115 volt immersion heaters	8.80 ea.	105.60
47	109	12-31-42	1	1942 Harley-Davidson Motor Cycle, Model 74UL with Heavy Duty Platform and Chassis Model H, rated 500-1000 capacity	7.48 ea.	7.48
			2	Model 6A Harley-Davidson Servicers, equipped with full length windshield, metal legguards, 3-speed transmission with reverse, front safety guards, rear bumper and speedometer, 500 x 16 tires		
54	36	12-19-42	1	1935 Rebuilt Used Harley-Davidson 3 wheeled Serv-Our Motor No. 35R2202, equipped with windshield and legguards and large box mounted on rear.	626.50 ea.	626.50
54	1101	1-25-43	16	Standard 24" Frame Men's Bicycle	36.95 ea.	591.20
54	1150	3-3-43	57	No. 5070/7 Biggamefold Air-stream Frame Men's Bicycles, equipped with kick stand	27.95 ea.	1591.15
54	1184	3-29-43	39	Klaxon Horns	.79 ea.	30.81
54	1206	5-10-43	39	No. 5070/7 Biggamefold Air-stream Frame Men's Bicycles, equipped with kick stand	27.95 ea.	1090.05
54	1214	6-3-43	24	Klaxon Horns	.79 ea.	19.56
			6	No. 5070/7 Biggamefold Air-stream Frame Men's Bicycles, equipped with kick stand	27.95 ea.	167.70

Item No.	P.O. No.	Date	Quantity	Description	Unit Price	Amount
54	1215	6-7-43	2	No. 5070/7 Magnamated Air-stream frame ladders' bicycles, equipped with Kick Stand Klaxon Horns	\$27.95 ea.	\$ 55.90
54	1221	1-10-43	8	1943 Harley-Davidson motorcycle, model 74 U, equipped with 5.00-16 tires, oil bath air cleaner, Gains oiler, Reverse gear, 1943 Sidecar with cover and windshield, Sport windshield for motorcycle	.79 ea.	6.32
54	1237	9-8-43	30	Night Lightweight Bicycles, Victory Model	25.00 ea.	664.75
59	534	10-30-43	30	Kick Stands and Klaxon Horns	1.40 ea.	42.00
59	535	10-30-43	30	Kick Stands and Klaxon Horns	25.00 ea.	200.00
59	1017	11-12-42	8	Kick Stands and Klaxon Horns	1.40 ea.	11.20
59	1025	11-19-42	21	Kick Stands and Klaxon Horns	1.50 ea.	31.50
59	1031	11-1-42	4	No. 2 Valveot Waste Packets	1.50 ea.	6.00
59	1058	12-4-42	10	HF - 161 Thermador Heaters	9.06 ea.	90.60
59	1060	12-7-42	1	HF - 161 Thermador Heaters	9.10 ea.	9.10
59	1067	1-8-43	53	HF - 161 Thermador Heaters	2.30 ea.	121.90
59	1092	1-20-43	2	HF - 161 Thermador Heaters	2.10 ea.	4.20
59	1105	1-29-43	4	HF - 161 Thermador Heaters	9.35 ea.	37.40
59	1167	2-18-43	4	HF - 161 Thermador Heaters	4.10 ea.	16.40
59	1196	4-13-43	4	HF - 161 Thermador Heaters	11.03 ea.	44.12
59	1207	4-19-43	6	HF - 161 Thermador Heaters	6.95 ea.	41.70
59	1217	6-21-43	1	HF - 161 Thermador Heaters	2.30 ea.	2.30
59	1222	9-1-43	15	HF - 161 Thermador Heaters	2.30 ea.	34.50
59			125	HF - 161 Thermador Heaters	1.95 ea.	243.75
59			35	HF - 161 Thermador Heaters	1.95 ea.	68.25

ENCLOSURE (1)

SAFETY-TACOMA SHIPBUILDING CORPORATION
TACOMA DIVISION
Contract HOPE-779

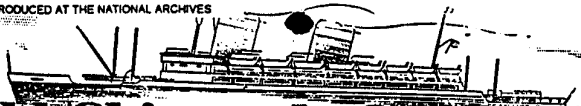
List of Items Dated 23 February, 19th Requiring Closer Descriptions As To The Items And Number In Which They Will Be Used Under Contract HOPE-779.

Item No.	P.O. No.	Date	Quantity	Description	Unit Price	Amount
47	392	5-3-43	1	V. D. 42 Watermeter Water Heater, 1500 W - 1000W Double Element		
47	410	4-6-43	1	#50 Jumbo Model Ideal Hand Cleaner, 110 volt		\$54.69
54	289	3-27-43	1	Model 34 Deluxe Chapman Auto Glides, complete with side car and lights		92.95
50	1018	11-7-42	2	Davenco		242.25
	1022	11-5-42	1	Used Demonstrator - Model 991, Serial 698	\$34.50 ea.	69.00
	1067	12-14-42	1	#16 Electric Stand-Used		220.50
	1112	2-1-43	4	#16-161 Thermador Heaters	9.00 ea.	36.00
	1197	4-14-43	12	19th Ford Panel Delivery, including Spare Tire and Wheel Motor		157.50
	1215	7-15-43	5	#1E-1210555 - Equipped with the following Sound Equipment Charles of London or Lawson Type Davenco - 3rd High 82" Long; cast 22" x 67"	115.00 ea.	575.00
				#1001 Davenco	69.50 ea.	347.50
						\$ 3100.63

ROUTE SLIP

Code of Originating Section _____ Initiated by _____ Date _____

[illegible]



Todd Shipyards Corporation

NEW YORK OFFICE: 110 BROADWAY, TELEPHONE: DIGBY 4-6900, CABLE "ROBIN".

**TODD SHIPYARDS
CORPORATION**
1 Broadway
New York, N. Y.
Digby 4-6900

January 26, 1943

**TODD ERIE BASIN
DRY DOCKS INC.**
Foot of Dwight St.
Brooklyn, N. Y.
CUMBERLAND 6-6820

**TODD HOBOKEN
DRY DOCKS INC.**
Park Ave. & 17th St.
Hoboken, N. J.
HOboKen 3-0700

**TODD COMBUSTION
EQUIPMENT, INC.**
601 W. 26th St.
New York, N. Y.
BRyant 9-4725

**TODD MOBILE
DRY DOCKS INC.**
Mobile, Ala.

**TODD GALVESTON
DRY DOCKS INC.
Galveston, Texas**

**HOUSTON
SHIPBUILDING CORP.**
Houston, Texas

**SEATTLE-TACOMA
SHIPBUILDING CORP.**
Seattle & Tacoma, Wash.

**TODD SEATTLE
DRY DOCKS, INC.**
Seattle, Wash.

**SOUTH PORTLAND
DRY DOCK AND
REPAIR COMPANY**
South Portland, Me.

Affiliated Companies

**TODD-JOHNSON
DRY DOCKS INC.**
New Orleans, La.

**TODD-BATH IRON
SHIPBUILDING CORP.**
South Portland, Me.

**SOUTH PORTLAND
SHIPBUILDING CORP.**
South Portland, Me.

Navy Department
Bureau of Ships
Washington, D. C.

Attention: Capt. N. W. Gokey, Contracting Officer

Subject: Todd-Seattle Dry Docks Inc.
Ship Repair Facilities Contract NOBS-48
QM/Todd-Seattle Dry Docks Inc. (750M)HLW 1/15/43

Gentlemen:

As requested in your letter of January 21, 1943,
we have signed and are returning herewith the three copies of
that letter, which constitutes our acceptance of the amendments
stated therein to Ship Repair Facilities Contract NObs-48
between the Navy Department and Todd Seattle Dry Docks Inc.

Yours very truly,

TODD SHIPYARDS CORPORATION

Vice President

1290192

H:G:T
Enclosure

QM/Todd Seattle Dry Docks, Inc. (750m)

You may retain the third signed copy for your files.
Upon such acceptance, said contract NObs-48, as heretofore amended, shall stand further amended as herein proposed.

Very truly yours,

N. W. Gokey
Contracting Officer for
the Bureau of Ships

Todd Seattle Dry Docks, Inc.
1 Broadway
New York, N. Y.

ACCEPTED:

JAN 26 1943.

TODD SEATTLE DRY DOCKS, INC.

By *Joseph Haag, Jr.*
(In addition to signature, type
name and state office held)

JOSEPH HAAG, JR.
VICE PRESIDENT

cc:

NAVINDMAN, Seattle, Washington
O-in-CC, c/o Todd Seattle Dry Docks, Inc.,
Seattle, Washington
BUSANDA (Disbursing)
BUSANDA (CID) (Rm. K-2302)
BUSHIPS (278)
BUSHIPS (760)

NAVY DEPARTMENT,
BUREAU OF SHIPS. REFER TO
FILE NO.

QM/Todd Seattle Dry
Docks, Inc. (750m)mlw
1/15/43

Enclosure:(h.w.) Exhibit A

REPRODUCED AT THE NATIONAL ARCHIVES

NAVY DEPARTMENT
BUREAU OF SHIPS
WASHINGTON, D. C.

NObs-48
Amendment No. 3

JAN 21 1943

Gentlemen:

Contract NObs-48 (formerly NOb-2203), made as of September 11, 1941, between you and the United States of America, was amended by letter to you dated May 14, 1942, accepted May 18, 1942, and was further amended by a letter to you dated October 21, 1942, accepted in part on November 3, 1942. As a result of recent negotiations between representatives of your corporation and the Bureau of Ships it is necessary to further amend said contract in order to effectuate the Department's insurance program. Accordingly, the Chief of the Bureau of Ships, acting pursuant to authority vested in him by the Secretary of the Navy, proposes that said contract NObs-48 as heretofore amended, be further amended as follows:

1. Delete the entire text of Article 11 of said contract and substitute in lieu of said Article 11 a new Article 11 in the form attached hereto, marked "Exhibit A," dated January 14, 1943, and entitled: "ARTICLE 11. MAINTENANCE, INSURANCE, AND RISKS OF LOSS AND LIABILITY."

2. Delete the words "national defense" in the first sentence of paragraph (a) of Article 12 of said contract, and insert in lieu thereof the words "prosecution of the war".

If the foregoing is satisfactory to you, it is requested that you indicate your acceptance on two (2) of the three (3) signed copies and on the one (1) unsigned copy of this letter enclosed herewith, and return the three copies so accepted to the Chief of the Bureau of Ships at your earliest convenience.



14/43

EXHIBIT A

ARTICLE 11. MAINTENANCE, INSURANCE, AND RISKS OF LOSS AND LIABILITY

(a) Until the termination under Article 13 or Article 14 hereof of the Contractor's obligations under this paragraph (a); the Contractor shall, unless otherwise directed by the Department:

- (1) Protect, preserve, maintain and repair all the Facilities so as to insure their full availability and usefulness at all times, and also as may be directed by the Department. The Government shall reimburse the Contractor for the costs incurred in complying with this subparagraph for the period prior to the Contractor's use of any part of the Facilities; for each period beginning upon the expiration of any six (6) consecutive calendar months after the completion of the Facilities during which the Contractor shall have had the right to use the Facilities but shall have made no substantial use thereof and ending when the Contractor shall have again made any substantial use of the Facilities; and for each period after the Contractor's use of any part of the Facilities in which the Contractor shall have had the right to use none or only a part of the Facilities, except that as to each such last mentioned period the Contractor shall not be so reimbursed for any costs attributable to Facilities which the Contractor shall have then had the right to use. The Contractor is hereby expressly made responsible for any loss of or damage to the Facilities resulting from failure to comply with the provisions of this subparagraph to the extent that such loss or damage is found by the Department to constitute a risk not of the type customarily covered by insurance.
- (11) Comply with all directions received from the Department as to measures to be taken with respect to the Facilities for the purpose of protecting them from the risks of loss from fire and other hazards, and of minimizing the risks of injuries to third persons and damage to their property. The Government shall reimburse the Contractor for the costs incurred in complying with this subparagraph. The Contractor is hereby expressly made responsible for any loss of or damage to the Facilities resulting from failure to comply with the provisions of this subparagraph to the extent that such loss or damage is found by the Department to constitute a risk not of the type customarily covered by insurance.

- (111) Whenever any item of the Facilities or part thereof shall require rebuilding, replacement or repair the cost of which would be chargeable under generally accepted accounting practice to capital account, immediately so notify the Department and effect such rebuilding, replacement, repair or disposition of such item or part as may be authorized or directed by the Department. The Government shall reimburse the Contractor for the costs incurred in complying with this subparagraph in all cases in which the rebuilding, replacement or repair shall have been attributable to a risk assumed by the Government under this contract. If, after such notice, the Department shall not authorize or direct such rebuilding, replacement or repair, the Acquisition Costs shall be revised by the Bureau of Supplies and Accounts so as to reflect any resulting loss of use. The Contractor shall not be required to give such notice if the Contractor shall estimate the cost of any such rebuilding, replacement or repair at Five Hundred Dollars (\$500), or less, and shall elect to rebuild, replace or repair such item at its own expense.
- (iv) Procure and maintain the insurance required by the subsequent provisions of this Article, and all other insurance, if available, which the Department may from time to time require. All insurance required under this Article or by the Department shall be in such form, in such amounts, for such periods of time, with such insurers and made payable in such manner as the Department may from time to time require, and the policies or certificates of insurance shall be deposited with the Office of Procurement and Material (Insurance Division) of the Navy Department, or as the Department may otherwise direct. The Government shall reimburse the Contractor for the costs incurred in complying with this subparagraph for the periods and to the extent specified in subparagraph (1) of this paragraph (a) with respect to the costs incurred thereunder.
- (b) The Department has requested that, until the expiration of the period of six (6) months following the receipt by the Contractor of notice of the determination by the Department under paragraph (a) of Article 12 hereof that the Facilities are no longer *

required for the prosecution of the war or other public use, the Contractor not carry, or incur the expense of, any insurance against any form of loss of or damage to the Facilities. The Government therefore assumes the risk of loss of and damage to the Facilities occurring prior to the expiration of such six months' period, whether or not caused by the negligence of the Contractor, its agents, servants or employees, to the extent that such loss or damage is not compensated for by insurance or otherwise. Notwithstanding such assumption of risk, the Contractor shall be responsible for any loss or damage for which the Contractor is expressly made responsible under any other provision of this contract, or with respect to which the Contractor has failed to insure as required by this contract or by the Department. After the expiration of such six months' period the Contractor shall bear the risk of loss of and damage to such of the Facilities as the Contractor shall then have the right to use, except to the extent that the Department shall authorize or direct the assumption by the Government of such risk, and the Contractor shall procure and thereafter maintain such insurance against loss of and damage to such Facilities as may reasonably be procurable.

(c) The Contractor shall procure and thereafter maintain with respect to the Facilities workmen's compensation, employers' liability and bodily injury liability insurance, and such other liability insurance with respect to the Facilities as the Department may from time to time require. The Government shall indemnify the Contractor against liabilities (including expenses incidental thereto) to third persons for death, bodily injury and loss of and damage to property, not compensated for by insurance or otherwise and arising out of the acquisition, construction or installation of the Facilities, the use of the Facilities in the performance of work to be paid for, directly or indirectly, by the Government or the maintenance of the Facilities when the Contractor is to be reimbursed under this contract for the costs of such maintenance, whether or not such liabilities are caused by the negligence of the Contractor, its agents, servants or employees, provided such liabilities are represented by final judgments or by settlements approved in writing by the Department. The Government shall not, however, indemnify the Contractor against any liabilities for which the Contractor is expressly made responsible under any other provision of this contract, or with respect to which the Contractor has failed to procure or maintain insurance, if available, as required by the Department. The Contractor shall promptly notify the Department of each suit or action filed, and each claim made, against which the Contractor is indemnified by the Department under this paragraph. The Contractor shall furnish the Department with copies of all papers received with respect to each such suit, action

or claim, and if requested by the Department, shall authorize representatives of the Government to settle, or direct or take charge of the defense of such suit, action or claim. In the absence of such request, the Contractor shall diligently proceed with such defense. The Contractor shall bear the liabilities to third parties arising from the use of the Facilities by the Contractor in the performance of work other than work to be paid for, directly or indirectly, by the Government or the maintenance of the Facilities in connection with such use, except to the extent that the Department shall authorize or direct the assumption by the Government of such liabilities.

(d) The cost of any insurance with respect to the Facilities obtained by the Contractor but not required under this Article or by the Department shall not constitute an item of cost or be taken into account in determining the fixed price to be paid by the Government under any contract with the Government, and no reimbursement in respect thereof shall be made to the Contractor by the Government under this or any other contract. The Contractor shall promptly pay to the Government the amount of all unearned premiums on insurance policies obtained under this contract or the Letter of Intent in respect thereof which shall have been cancelled, but only to the extent that such unearned premiums shall be refunded to the Contractor and shall have been taken into account in determining the price stipulated in any fixed price contract between the Government and the Contractor or shall have been paid to the Contractor as an item of cost under any contract between the Contractor and the Government.

R.G. 19

Bureau of Ships 1940-1945

QM/Todd Seattle DD Vol. 2

Box #100B

File: QM/Todd Seattle DD (Vol. 3)

REPRODUCED AT THE NATIONAL ARCHIVES



Todd Shipyards Corporation

NEW YORK OFFICE 100-11-1111 NEW YORK CITY, N.Y. 10001

PLEASE ADDRESS YOUR REPLY TO

**TODD SHIPYARDS
CORPORATION**
1 Broadway
New York, N.Y.
N.Y. 4-4900

December 14, 1942

**TODD ERIE BASIN
DRY DOCKS INC.**
Foot of Dwight St.
Brooklyn, N.Y.
Cumberland 4-6820

**TODD HOBOKEN
DRY DOCKS INC.**
Park Ave. & 17th St.
Hoboken, N. J.
Hoboken 8-0700

**TODD COMBUSTION
EQUIPMENT, INC.**
401 W. 26th St.
New York, N. Y.
Bryant 9-4725

**TODD MOBILE
DRY DOCKS INC.**
Mobile, Ala.

**TODD GALVESTON
DRY DOCKS INC.**
Galveston, Texas

**HOUSTON
SHIPBUILDING CORP.**
Houston, Texas

**SEATTLE-TACOMA
SHIPBUILDING CORP.**
Seattle & Tacoma, Wash.

**TODD SEATTLE
DRY DOCKS, INC.**
Seattle, Wash.

**SOUTH PORTLAND
DRY DOCK AND
REPAIR COMPANY**
South Portland, Me.

Affiliated Companies

**TODD-JOHNSON
DRY DOCKS INC.**
New Orleans, La.

**TODD-BATH IRON
SHIPBUILDING CORP.**
South Portland, Me.

**SOUTH PORTLAND
SHIPBUILDING CORP.**
South Portland, Me.

Navy Department
Bureau of Ships
Washington, D. C.

Attention: T. M. Davis

Re: Todd Seattle Dry Docks, Inc.
Ship-Repair Facilities Contract NObs-48
SM/Todd-Seattle D D Inc. (751)

Gentlemen:

We acknowledge receipt of your letter of December 11, 1942, with which you returned an original copy of your letter of amendment, dated October 21, 1942, on which was indicated the Navy Department's approval of our accepting that letter of amendment except for Article 11.

In regard to Article 11, a copy of the proposed revision has been furnished us by the Navy Department and as soon as we have had a chance to review it, we will communicate with you on this subject.

Yours very truly,

TODD SEATTLE DRY DOCKS, INC.

W. H. Hagg
Vice President

H:G:G

12160892

RG.19

Bureau of Ships 1940-1945

GM/Todd Seattle DD Vol. 2

Box # 100B

File: GM/Todd Seattle DD (Vol 3)

Reproduced at the National Archives-Pacific NW Region

ND13/41-13

September 23, 1942

Sir:

Pursuant to the authority contained in the Second War Powers Act, 1942 (Public Law 507, 77th Congress, Second Session) approved March 27, 1942, you are requested to cause condemnation proceedings to be instituted for the acquisition of a leasehold interest for the duration of the present status of war and one year thereafter, in lands hereinafter described, in order to provide for the expansion of the Seattle-Tacoma Shipbuilding Company facilities, Tacoma, Washington.

Funds are available from the appropriation 1710603, "Increase and Replacement of Naval Vessels, Construction and Machinery", contained in the Appropriation Act approved February 7, 1942 (Public Law 441, 77th Congress, Second Session).

The land to be acquired is delineated on a photostat of a blueprint bearing the legend, "Real Estate Acquisition Map, Additional Property, Tacoma, Washington, approved 13 September, 1942", four copies of which are enclosed herewith. The lands, containing approximately 14.46 acres, are more particularly described on Exhibit "A", four copies of which are also enclosed herewith.

The ostensible owner of the land to be acquired is Evelyn Clapp, Tacoma, Washington.

Very truly yours,

JAMES FORRESTAL
ActingThe Honorable,
The Attorney General.CC - Comis
BuShips
Lt. Bergman

Enc(6)

EXHIBIT "A"

DESCRIPTION OF 14.46 ACRES, MORE OR LESS, LYING IN TACOMA, PIERCE COUNTY, WASHINGTON, (PROPERTY TO BE ACQUIRED IN CONNECTION WITH THE SEATTLE-TACOMA SHIP FACILITIES).

All of that land lying and being situate in the City of Tacoma, County of Pierce, State of Washington, more particularly described as follows:

Beginning at a point on the northeasterly line of Alexander Avenue 486 feet northwesterly from the point of intersection of the southeasterly extension of the northeasterly line of said Alexander Avenue and the northwesterly line of south 11th Street; thence from said point of beginning north $47^{\circ} 15' 36''$ W., the northeasterly line of said Alexander Avenue 546.9 feet to a point; thence leaving Alexander Avenue and crossing the lands of Eleveyn Clapp, north $42^{\circ} 44' 24''$ E., a distance of 1040.8 feet to the south line of Hylebos Creek Waterway; thence South $69^{\circ} 23'$ E. with said south line of Hylebos Creek Waterway, a distance of 590.4 feet to the northwesterly corner of the lands of George Barbara; thence leaving said Hylebos Creek Waterway, parallel to the northwesterly line of South 11th Street 1,263.1 feet more or less to the point of beginning, containing 14.46 acres more or less.

ADDRESS ONLY TO
"THE ATTORNEY GENERAL"
AND ROOM NO.
INITIALS AND NUMBER

DEPARTMENT OF JUSTICE
WASHINGTON, D.C.

October 7, 1942

RJL-HA

33-69-405-1

ND 13/NI-13
J-5
49-28

Chief, Bureau of Yards and Docks
Real Estate Section
Navy Department
Washington, D. C.

Dear Sir:

Reference is made to the condemnation proceeding entitled United States v. 14.46 acres of land, Pierce County, Washington, and Evelyn Clapp, et al., No. 447 in the United States District Court for the Western District of Washington, Southern Division, instituted in accordance with the request of your Department to acquire a leasehold interest in certain lands for the expansion of the Seattle-Tacoma Shipbuilding Company facilities.

There is enclosed herewith for your files a certified copy of the petition in condemnation filed in this proceeding on September 28, 1942.

Respectfully,
For the Attorney General

J. Edward Williams
EDWARD WILLIAMS
Acting Head, Lands Division

Enc. No. 515064



169251

6.11.7

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

UNITED STATES OF AMERICA,
Petitioner,

-vs-

14.46 Acres of Land situate
in Pierce County, State of
Washington; EVERLYN CLAPP and
JOHN DOE CLAPP, husband and
wife;
PIERCE COUNTY, a municipal
corporation;

Also, all other persons or
parties unknown claiming any
right, title, estate, lien,
or interest in the real estate
described herein, or any
portion thereof;

Respondents.

No. 447

PETITION IN
CONDEMNATION

Now comes the United States of America by F. P.
Keenan, Special Assistant to the Attorney General of the
United States of America, and John W. Fishburne, Special
Attorney for the Department of Justice, at the direction
and under the authority of the Attorney General of the
United States pursuant to the request of the Acting
Secretary of Navy of the United States of America, and
represent unto the Court as follows:

I.

This proceeding is instituted under and in accordance
with the Second War Powers Act, 1942 (Public Law 507, 77th
Congress, Second Session) approved March 27, 1942, which
act authorizes the acquisition of land for military or
other war purposes, and the Act approved February 7, 1942
(Public Law 441, 77th Congress, Second Session), which Act
appropriated funds for such purposes.

II.

That a state of war at the date of the institution of

1 this proceeding existed and still exists between the United
2 States of America and the Kingdom of Japan, the Kingdom of
3 Germany and the Kingdom of Italy.

4 III.

5 That the Acting Secretary of the Navy of the United
6 States of America, acting under the authority vested in him
7 by said Acts of Congress, has determined that in his opinion
8 it is necessary and advantageous to acquire for the United
9 States of America a leasehold interest in certain lands
10 hereinafter to be described, by condemnation under judicial
11 process for war purposes, to-wit, to be used in connection
12 with the expansion of the Seattle Tacoma Shipbuilding
13 Company facilities, Tacoma, Washington.

14 IV.

15 That the Acting Secretary of the Navy of the United
16 States of America has further determined that immediate
17 possession of the property hereinafter described is necessary
18 to aid in the successful prosecution of the war between the
19 United States of America and Japan, Germany and Italy.

20 V.

21 The land in which a leasehold interest is sought and
22 taken aggregates 14.46 acres, more or less, situate in
23 Pierce County, State of Washington, being the area to be
24 utilized for the expansion of the Seattle Tacoma Shipbuilding
25 Company facilities, Tacoma, Washington, and more particularly
26 described as follows:

27 All of that land lying and being situate in the City
28 of Tacoma, County of Pierce, State of Washington,
29 described as follows:

30 Beginning at a point on the northeasterly line of
31 Alexander Avenue 456 feet northwesterly from the point
32 of intersection of the southeasterly extension of the

1 northeasterly line of said Alexander Avenue
2 and the northwesterly line of south 11th
3 Street; thence from said point of beginning
4 north 47° 15' 36" W., the northeasterly line
5 of said Alexander Avenue 546.9 feet to a
6 point; thence leaving Alexander Avenue and
7 crossing the lands of Evelyn Clapp, north
8 42° 44' 24" E., a distance of 1040.8 feet to
9 the south line of Hylebos Creek Waterway; thence
10 South 69° 23' E. with said south line of Hylebos
11 Creek Waterway, a distance of ^{1042.61}~~590.4~~ feet to
12 the northwesterly corner of the lands of George
13 Barbara; thence leaving said Hylebos Creek Water-
14 way, parallel to the northwesterly line of
15 South 11th Street 1,263.1 feet more or less to
16 the point of beginning, containing 14.46 acres
17 more or less.

18 VI.

19 The estate sought to be condemned in said land for
20 the public use aforesaid is a leasehold interest in and to
21 said lands for the duration of the present status of war and
22 one year thereafter.

23 VII.

24 That this petition has made all persons, as far as
25 ascertained, parties to these proceedings but petitioner also
26 makes parties hereto all persons and corporations unknown
27 owning or claiming to have any right, title, interest or
28 estate in, or lien, encumbrance, servitude, easement, charge,
29 demand, claim or covenant on or in respect to the property
30 hereinbefore described.

31 VIII.

32 That the Acting Secretary of the Navy of the United

1 of America has made application to the Attorney General of
2 the United States to cause the necessary proceeding to be
3 instituted for the acquisition of a leasehold interest for
4 the duration of the present status of war and one year
5 thereafter, in the lands hereinbefore described.

6 IX.

7 That the petitioner, the United States of America,
8 has done and performed every act and thing required by law
9 to be done by said petitioner as a condition precedent to
10 the beginning and maintaining of this action; that the
11 object for which this proceeding is brought is for the
12 purpose of ascertaining the just compensation for the taking
13 of a leasehold interest in the property described in this
14 petition.

15 WHEREFORE, the petitioner prays that the purpose of
16 this condemnation be adjudicated to be a public use; that
17 a jury be empaneled to fix and determine a just and proper
18 award and compensation for the taking of a leasehold
19 interest and use of the property herein described, or in
20 case a jury be waived, then that the compensation to be
21 made as aforesaid be ascertained and determine by the Court
22 or a Judge thereof; that the Court determine the parties
23 entitled to the sum awarded as just compensation for the
24 taking of said land, and upon payment to or into the
25 Registry of the Court for the use of the parties entitled,
26 of the sum adjudged to be just compensation for the taking
27 of a leasehold interest in the lands condemned, to adjudge
28 and decree that a leasehold interest in said lands is
29 acquired by the United States of America; that possession
30 of said property herein be given to the petitioner
31 immediately, and that the Court grant such other and
32

1 further relief as may be lawful and proper.
2

3 F. P. KRENNAN
4 Special Assistant to the Attorney
5 General

6 JOHN W. FISHBURN
7 Special Attorney for the Department
8 of Justice
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1 UNITED STATES OF AMERICA)
2 WESTERN DISTRICT OF WASHINGTON) ss.
3 SOUTHERN DIVISION)

4 JOHN W. FISHBURNE, being first duly sworn, on oath
5 deposes and says:

6 That he is a Special Attorney, Department of
7 Justice, and as such makes this verification for and on
8 behalf of the United States, petitioner herein; that he has
9 read the foregoing petition, knows the contents thereof,
10 and the same is true of his own knowledge except as to
11 matters which are therein stated on his information and
12 belief; the source of affiant's information and the grounds
13 for his belief are the official communications, records,
14 files and documents received from the Attorney General of
15 the United States and from the Navy Department of the United
16 States, and as to those matters he believes the foregoing
17 petition to be true.
18
19

20 JOHN W. FISHBURNE
Special Attorney, Dept. of Justice

21 SUBSCRIBED and SWORN to before me this 28th day of
22 September, 1942.
23

24 E. R. Duwayne
Deputy Clerk, United States
25 District Court, Western District
26 of Washington

27 The foregoing is a full, true and correct copy of an
original Pet. in Contempt
28 filed on the 28th day of Sept. 1942
29 WITNESS my hand and official seal this 28 day
of Sept. 1942

30 JUDSON W. SHORRETT, Clerk

31 By E. R. Duwayne 8-20
32 DEPUTY

ND13/NI-13
F-5-3/RAG:lm
C49-72-Ta-1
C49-72-Ta-3

JUN 14 1943

The Honorable
The Attorney General

Sir:

Reference is made to the condemnation proceedings entitled United States v. 14.46 acres in Pierce County, Washington; Evelyn Clapp, et al., Civil 477, and United States v. 16.2 acres in Pierce County, Washington; Tacoma Harbor Lumber Co., et al., Civil 467.

It is now deemed necessary and advantageous to the interests of the United States to acquire the lands described in the Petitions in Condemnation in the above named cases in fee simple subject, however, to existing public utility easements. It is requested, therefore, that the petitions be amended accordingly.

Very truly yours,

James Forrestal
Acting

cc: Com 13
Lieut. Bergman

C49-72-Ta-1

Real Estate File
RAG (9)

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Petitioner,

-vs-

14.46 Acres of Land situate
in Pierce County, State of
Washington; and EVELYN CLAPP,
et al.,

Respondents.

No. 447

MOTION TO AMEND

Comes now John W. Fishburne, Special Attorney for
the Department of Justice, and moves for an order of this
Court for leave to amend the petition for condemnation in
the above-entitled cause.

This motion is based upon the affidavit of
John W. Fishburne attached hereto and made a part hereof.

JOHN W. FISHBURNE
Special Attorney for the
Department of Justice

365129

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NOV 11 1944
BY A. F. D.

(10)

44-405-1

UNITED STATES OF AMERICA)
WESTERN DISTRICT OF WASHINGTON(SS
SOUTHERN DIVISION)

JOHN W. FISHBURNE, being first duly sworn, under oath deposes and says: That he is a Special Attorney for the Department of Justice and as such official makes this affidavit. That on the 28th day of September, 1942 a petition in condemnation was filed in this cause taking a leasehold interest in the property described in said petition; that subsequent to the taking of said leasehold interest the Navy Department, acting by and through James Forrestal, Acting Secretary of Navy, has deemed it necessary and advantageous to the interest of the United States of America to acquire the lands described in the petition in condemnation in the above-entitled cause, in fee simple subject to existing public utility easements, and that a certified copy of such request from the Navy Department to the Attorney General is on file in this cause and made a part hereof by reference.

JOHN W. FISHBURNE

SUBSCRIBED and SWORN to before me this 18th day of June, 1943.

Eli Birelman
Deputy Clerk, United States
District Court, Western District
of Washington.

The foregoing is a full, true and correct copy of the within instrument
WITNESS my hand and official seal this 18 day of June, 1943

JURSON W. S. Clerk
By Eli Birelman DEPUTY
MVAI DEB
BN A 7 D

(11)

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

UNITED STATES OF AMERICA,
Petitioner,

-VS-

14.46 Acres of Land situate
in Pierce County, State of
Washington; and EVELYN CLAPP,
et al.,

Respondents.

No. 447

ORDER TO AMEND

This matter coming on regularly before this Court
on the motion of John W. Fishburne, Special Attorney for
the Department of Justice, for an order of this Court
granting leave to amend the petition in condemnation; and
the Court being fully advised in the premises; now,
therefore, it is hereby

ORDERED, ADJUDGED and DECREED that the petitioner,
United States of America, be and it is hereby granted
leave to amend the petition in condemnation in this cause.

DONE IN OPEN COURT this 16 day of June, 1943.

CHARLES H. LEAVY
United States District Judge

Presented by:

JOHN W. FISHBURNE
Special Attorney
Department of Justice

The foregoing is a full, true and correct copy of
the within instrument

WITNESS my hand and official seal this 18 day
of June, 1943

WVAA DEB
BN 1 F D

JUDSON W. SHORRETT, Clerk
By Elmer Burchman
DEPUTY

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

UNITED STATES OF AMERICA,
Petitioner,

-vs-

14.46 Acres of Land situate
in Pierce County, State of
Washington; EVELYN CLAPP and
JOHN DOE CLAPP, her husband;
PIERCE COUNTY, a municipal
corporation;
RICHARD CAMP and E. MARJORIE
CAMP, husband and wife;

Also, all other persons or
parties unknown claiming any
right, title, estate, lien,
or interest in the real estate
described herein, or any
portion thereof;

Respondents.

No. 447
AMENDED
PETITION IN CONDEMNATION

Now comes the United States of America by F. P.
Keenan, Special Assistant to the Attorney General of the
United States of America, and John W. Fishburne, Special
Attorney for the Department of Justice, at the direction
and under the authority of the Attorney General of the
United States pursuant to the request of the Acting
Secretary of Navy of the United States of America, and
represents unto the Court as follows:

I.

This proceeding is instituted under and in accord-
ance with the Second War Powers Act, 1942 (Public Law 507,
77th Congress, Second Session) approved March 27, 1942,
which act authorizes the acquisition of land for military
or other war purposes, and the Act approved February 7, 1942
(Public Law 441, 77th Congress, Second Session), which Act
appropriated funds for such purposes.

(12)

Encl. (12)

II.

That a state of war at the date of the institution of this proceeding existed and still exists between the United States of America and the Kingdom of Japan, the Kingdom of Germany and the Kingdom of Italy.

III.

That the Acting Secretary of the Navy of the United States of America, acting under the authority vested in him by said Acts of Congress, has determined that in his opinion it is necessary and advantageous to acquire for the United States of America by condemnation, under judicial process, certain lands hereinafter to be described for the purposes described in said Acts, to-wit, to be used in connection with the expansion of the Seattle Tacoma Shipbuilding Company facilities, Tacoma, Washington.

IV.

That the Acting Secretary of the Navy of the United States of America has further determined that immediate possession of the property hereinafter described is necessary to aid in the successful prosecution of the war between the United States of America and Japan, Germany and Italy.

V.

The land sought to be condemned and taken aggregates 14.46 acres, more or less, situate in Pierce County, State of Washington, being the area to be utilized for the expansion of the Seattle Tacoma Shipbuilding Company facilities, Tacoma, Washington, and more particularly described as follows:

All of that land lying and being situate in the City of Tacoma, County of Pierce, State of Washington, described as follows:

Beginning at a point on the northeasterly line of Alexander Avenue 456 feet northwesterly from the point of intersection of the southeasterly extension of the northeasterly line of said Alexander Avenue

and the northwesterly line of south 11th Street; thence from said point of beginning north 47° 15' 36" W., the northwesterly line of said Alexander Avenue 546.9 feet to a point; thence leaving Alexander Avenue and crossing the lands of Evelyn Clapp, north 42° 44' 24" E., a distance of 1040.8 feet to the south line of Hylebos Creek Waterway; thence South 69° 23' E with said south line of Hylebos Creek Waterway, a distance of 500.4 feet to the northwesterly corner of the lands of George Barbara; thence leaving said Hylebos Creek Waterway, parallel to the northwesterly line of South 11th Street 1,265.1 feet more or less to the point of beginning, containing 14.46 acres, more or less.

VI.

The estate sought to be condemned in said land, for the public use aforesaid, is the full fee simple title thereto, subject, however, to existing public utility easements.

VII.

That this petition has made all persons, as far as ascertained, parties to these proceedings but petitioner also makes parties hereto all persons and corporations unknown owning or claiming to have any right, title, interest or estate in, or lien, encumbrance, servitude, easement, charge, demand, claim or covenant on or in respect to the property hereinbefore described.

VIII.

That the Acting Secretary of the Navy of the United States of America has made application to the Attorney General of the United States to cause the necessary proceeding to be instituted for the acquisition of the fee simple title to the land as set forth heretofore.

IX.

That the petitioner, the United States of America, has done and performed every act and thing required by law to be done by said petitioner as a condition precedent to

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the beginning; and maintaining of this action; that the object for which this proceeding is brought is for the purpose of ascertaining the just compensation for the taking by the United States of America of the fee simple title in and to the property described in this petition.

WH HEREOF, the petitioner prays that the purpose of this condemnation be adjudicated to be a public use; that a jury be empanelled to fix and determine a just and proper award and compensation for the taking of the property heretofore described, or in case a jury be waived, then that the compensation to be made as aforesaid be ascertained and determined by the Court or a Judge thereof; that the Court determine the portion entitled to the sum awarded as just compensation for the taking of said land, and upon payment to or into the Registry of the Court for the use of the portion entitled, of the sum adjudged to be just compensation for the taking of the above-described property, to adjudge and decree that title to said land is vested in the United States of America in fee simple absolute; that possession of said property herein be given to the petitioner immediately and that the Court grant such other and further relief as may be lawful and proper.

A. F. JOHNSON
Special Assistant to the
Attorney General

JOHN W. WICKHAM
Special Attorney for the
Department of Justice

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NOV 2 1952

UNITED STATES OF AMERICA)
WESTERN DISTRICT OF WASHINGTON) ss.
SOUTHERN DIVISION)

JOHN W. FISHER, being first duly sworn, on oath
deposes and says:

That he is a Special Attorney, Department of Justice,
and as such makes this verification for and on behalf of
the United States, petitioner herein; that he has read the
foregoing petition, knows the contents thereof, and the
same is true of his own knowledge except as to matters which
are therein stated on his information and belief; the
source of affiant's information and the grounds for his
belief are the official communications, records, files and
documents received from the Attorney General of the United
States and from the Navy Department of the United States,
and as to those matters he believes the foregoing petition
to be true.

JOHN W. FISHER
Special Attorney, Dept. of Justice

SUBSCRIBED and SWORN to before me this 18th day of

June, 1943.

Elie Berelman
Deputy Clerk, United States
District Court, Western District
of Washington.

The foregoing is a full, true and correct copy of
the within instrument

WITNESS my hand and official seal this 16th day

of June 1943
JUNSON W. SHORE, Clerk
By Elie Berelman
DEPUTY

1943 JUN 2 PM 8 52

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BNX 8 D

EDL:WJ-13
7-5-52
69-72-1

July 26, 1952

The Honorable
The Attorney General

Sir:

In accordance with the request of the Acting Secretary of the Navy dated September 23, 1942, there was instituted pursuant to the Acts of Congress approved March 27, 1942 (Public Law 487, 77th Congress) and February 7, 1943 (Public Law 411, 77th Congress), the condemnation proceeding entitled United States v. 12.16 acres of land in Pierce County, Washington; Evelyn Chapp, et al.; Civil No. 147, to acquire land for the expansion of the Seattle Tacoma Shipbuilding facilities.

The property has been appraised to determine its fair market value and in order that estimated just compensation may be made available immediately to the owners or others having compensable interests therein, the annulled Declaration of Taking has been prepared pursuant to the authority of the Act of Congress approved February 26, 1951 (Act No. 1431) and is forwarded herewith with the request that it be filed in the cause.

A check in the amount of the estimated just compensation for the lands described in the enclosed Declaration of Taking is submitted herewith to be deposited with the Clerk of the Court for the benefit and use of the persons entitled thereto.

Very truly yours,

James Verrecast
Acting

Encls.
1. Declaration
2. Map

cc: Gen 13

Enclips

1. Bergman

1. Muir

Real Estate File

ADDRESS REPLY TO
"THE ATTORNEY GENERAL"
AND REFER TO
INITIALS AND NUMBER

DEPARTMENT OF JUSTICE

WASHINGTON, D. C. (25)

September 22, 1943

RJL - HA

33-49-405-1

7813/11-13
F-5

Chief, Bureau of Yards and Docks
Real Estate Division
Department of the Navy
Washington, D. C.

Dear Sir:

Reference - United States v. 14.46 Acres of Land in Pierce County, Washington, and Evelyn Clapp, et al., No. 447, Seattle-Tacoma Shipbuilding Company facilities.

Enclosed herewith for your files you will find a certified copy of the judgment on the declaration of taking entered in this proceeding on September 15, 1943, together with a receipt of the clerk of court for the sum of \$72,300.00 deposited as estimated just compensation.

A valid title to the land and estate described in the judgment on the declaration of taking vested in the United States of America on September 15, 1943.

Respectfully,
For the Attorney General

*cc: Shipping
Bureau
Com. 13*

Edward Williams
J. EDWARD WILLIAMS
Acting Head, Lands Division

Enclosure
No. 824697

FOR DEFENSE



BUY
UNITED
STATES
SAVINGS
BONDS
AND STAMPS

398645
Pys

No. C 49-72-TA-1
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16a

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Petitioner

v.

14.46 Acres of Land in Pierce County,
Washington, and Evelyn Clapp, et al.

Respondents

T R A N S C R I P T

NO. 447

Parcel 7

33-49-405-1

Commonwealth Title Insurance Company

W. R. RUST BUILDING
TACOMA, WASHINGTON

PRELIMINARY
CERTIFICATE OF TITLE

No. 30220 - 7

TO THE UNITED STATES OF AMERICA:

The COMMONWEALTH TITLE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Washington, with its principal office in the City of Tacoma, hereby certifies that from its examination of the title to the real estate described in SCHEDULE A hereof, as of the 7th day of June, 1943, at 8:00 o'clock A.M., the title to the said described real estate was indefeasibly vested in fee simple of record in:

EVELYN CLAPP, wife of Norton Clapp, as her separate estate,

subject only to the objections, liens, charges, encumbrances and other matters shown under SCHEDULE B hereof.

The maximum liability of the undersigned under this certificate is limited to the sum of
TWO HUNDRED FIFTY and No/100 DOLLARS (\$250.00).

This certificate of title is made in consideration of the payment of the premium by the applicant and for its use
and that of its immediate vendor.

IN WITNESS WHEREOF the said Company has caused its corporate seal to be hereto affixed and these presents to be
duly signed in accordance with its by-laws.

Commonwealth Title Insurance Company

Norace Fogg President

James E. Perry Assistant Secretary

FOR VALUE, Washington Title Insurance Company, a Washington corporation, does hereby guarantee the foregoing certificate of title, this guaranty being for the direct benefit of both the issuing company and the parties for whose use it is issued.

WASHINGTON TITLE INSURANCE COMPANY

L. S. Booth President

Willis C. Cargill Assistant Secretary

(17)

SCHEDULE A

Being the legal description of the real estate covered by this certificate.

The following described parcels of real estate:

IN THE COUNTY OF PIERCE, STATE OF WASHINGTON

All of that land lying and being situate in the City of Tacoma, County of Pierce, State of Washington, described as follows:

Beginning at a point on the northeasterly line of Alexander Avenue 456 feet northwesterly from the point of intersection of the southeasterly extension of the northeasterly line of said Alexander Avenue and the northwesterly line of South 11th Street; thence from said point of beginning north $47^{\circ}15'36''$ west along the northeasterly line of said Alexander Avenue 546.9 feet to a point; thence leaving Alexander Avenue and crossing the lands of Evelyn Clapp, north $42^{\circ}44'24''$ east, a distance of 1040.8 feet to the south line of Hylebos Creek Waterway; thence south $69^{\circ}23'$ east with said south line of Hylebos Creek Waterway, a distance of 590.4 feet to the northwest-erly corner of the lands of George Barbare; thence leaving said Hylebos Creek Waterway, parallel to the northwesterly line of South 11th Street 1263.1 feet, more or less, to the point of beginning.

SCHEDULE B

Being all of the estates, interests, equities, lawful claims, or demands, defects, or objections whatsoever to title; and all easements, restrictions, liens, charges, taxes (general, special, or inheritance or assessments of whatever nature), or encumbrances; and all other matters whatsoever affecting said premises, or the estate, right, title or interest of the record owners, which now do exist of record.

1. General taxes for the year 1943, on said premises and other property, in the original amount of \$529.68, the first half of which became delinquent June 1, 1943; the second half will become delinquent December 1, 1943, if then unpaid.
2. Any unpaid charges for installation of water service and for water, electric light, power or sewer service furnished to said premises by the City of Tacoma.
- ✓ 3. Easement to Commercial Waterway District No. 1 for such slopes as may be required in excavating the Hylebos Waterway, and for maintaining same and the bulkhead therefor.
4. Right of H. D. Maxwell and the adjoining owner on the northwest of this property to establish a mooring buoy and overlap with ship or ships on this property as defined in deed recorded under Auditor's Fee No. 1310277, records of Pierce County, Washington, and rights to be reserved to Norton Clapp and Evelyn Clapp, his wife, their heirs and assigns, as owners of lands adjoining on the south to establish mooring buoys and dolphins and overlap with vessels.

NOTE: Pendency of action entitled United States of America vs. Evelyn Clapp, et al, in the United States District Court for the Western District of Washington, Southern Division, under Cause No. 447, for the appropriation of the within described lands and other property.

(End of Schedule B)

Commonwealth Title Insurance Company

CAPITAL \$175,000

\$75,000 GUARANTY FUND DEPOSITED WITH STATE TREASURER

All Title Insurance Policies issued by this Company are Reinsured by

Washington Title Insurance Company

Capital \$1,350,000. \$300,000 Guaranty Fund deposited with State Treasurer

Telephone Broadway 1201

W. R. RUST BUILDING

TACOMA, WASHINGTON

February 14, 1944

No. 30220-7

Cause #447

SUPPLEMENTAL REPORT

Department of Justice
Lands Division
Tacoma, Washington

Gentlemen:

In the matter of your application for a guaranteed Certificate of Title, you are advised that the records show no change since the effective date of our preliminary report dated June 7, 1943, except:

The record title to the premises described in said preliminary report is now vested in UNITED STATES OF AMERICA, subject further to the following:

1. Taxes for the year 1944 which are not yet payable.
2. The matters noted in paragraphs 3 and 4 of said preliminary report.

NOTE: General taxes for the year 1943 noted in paragraph 1 of said preliminary report have been paid, and the matter noted in paragraph 2 and the "Note" at end of Schedule B may now be disregarded.

Records examined to February 9, 1944, at 8 a.m.

COMMONWEALTH TITLE INSURANCE COMPANY

By

Willis C. Reagies

Assistant Secretary

RHM

(18)

Commonwealth Title Insurance Company

W. R. RUST BUILDING
TACOMA, WASHINGTON

CERTIFICATE OF TITLE

No. 30220-7

Cause #447

To THE UNITED STATES OF AMERICA:

The COMMONWEALTH TITLE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Washington, with its principal office in the City of Tacoma, hereby certifies that from its examination of the title to the real estate described in SCHEDULE A hereof, as of the 21st day of September, 1943, at 8:00 o'clock A.M., the title to the said described real estate was indefeasibly vested in fee simple of record in:

UNITED STATES OF AMERICA,

subject only to the objections, liens, charges, encumbrances and other matters shown under SCHEDULE B hereof.

The maximum liability of the undersigned under this certificate is limited to the sum of
SEVENTY-TWO THOUSAND THREE HUNDRED and No/100 --- DOLLARS (\$72,300.00)

This certificate of title is made in consideration of the payment of the premium by the applicant and for **its** use
and that of **its** immediate vendor.

IN WITNESS WHEREOF the said Company has caused its corporate seal to be hereto affixed and these presents to be duly signed in accordance with its by-laws.

Commonwealth Title Insurance Company

Hooper Fogg President
Sumner Perry Assistant Secretary

FOR VALUE, Washington Title Insurance Company, a Washington corporation, does hereby guarantee the foregoing certificate of title, this guaranty being for the direct benefit of both the issuing company and the parties for whose use it is issued.

WASHINGTON TITLE INSURANCE COMPANY

L. S. Booth President
Willis C. Cedeno Assistant Secretary

180

SCHEDULE A

Being the legal description of the real estate covered by this certificate.

The following described parcels of real estate:

IN THE COUNTY OF PIERCE, STATE OF WASHINGTON

All of that land lying and being situate in the City of Tacoma, County of Pierce, State of Washington, described as follows:

Beginning at a point on the northeasterly line of Alexander Avenue 456 feet northwesterly from the point of intersection of the southeasterly extension of the northeasterly line of said Alexander Avenue and the northwesterly line of South 11th Street; thence from said point of beginning north $47^{\circ}15'36''$ west along the northeasterly line of said Alexander Avenue 546.9 feet to a point; thence leaving Alexander Avenue and crossing the lands of Evelyn Clapp, north $42^{\circ}44'24''$ east, a distance of 1040.8 feet to the south line of Hylebos Creek Waterway; thence south $69^{\circ}23'$ east with said south line of Hylebos Creek Waterway, a distance of 590.4 feet to the northwesterly corner of the lands of George Barbare; thence leaving said Hylebos Creek Waterway, parallel to the northwesterly line of South 11th Street 1263.1 feet, more or less, to the point of beginning.

SCHEDULE B

Being all of the estates, interests, equities, lawful claims, or demands, defects, or objections whatsoever to title; and all easements, restrictions, liens, charges, taxes (general, special, or inheritance or assessments of whatever nature), or encumbrances; and all other matters whatsoever affecting said premises, or the estate, right, title or interest of the record owners, which now do exist of record; or which otherwise may be known actually to exist, but which may not be of record.

1. Easement to Commercial Waterway District No. 1 for such slopes as may be required in excavating the Hylebos Waterway, and for maintaining same and the bulkhead therefor.
2. Right of H. D. Maxwell and the adjoining owner on the northwest of this property to establish a mooring buoy and overlap with ship or ships on this property as defined in deed recorded under Auditor's Fee No. 1310277, records of Pierce County, Washington, and rights to be reserved to Norton Clapp and Evelyn Clapp, his wife, their heirs and assigns, as owners of lands adjoining on the south to establish mooring buoys and dolphins and overlap with vessels..

(End of Schedule B)

C O P Y

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Petitioner,

vs.

14.46 acres of land in Pierce
County, Washington; Evelyn
Clapp, et al.,

Respondents.

Civil No. 447

O R D E R

(Filed Feb. 29, 1948)

This matter coming on regularly for hearing this day upon the stipulation between the attorney for the respondents, Norton Clapp and Evelyn Clapp, and the attorneys for Richard Camp, and it appearing that Norton Clapp and Evelyn Clapp, husband and wife, have heretofore agreed to accept as full settlement of all claims against the United States of America for the taking of said property the amount of just compensation heretofore deposited in the registry of the court for the taking, and that the said Norton Clapp and Evelyn Clapp have heretofore withdrawn \$57,300.00 from and out of the amount of \$72,300.00 heretofore deposited; and it further appearing that Richard Camp, the tenant upon said property at the time of said taking, claimed an interest in the fund remaining on deposit and it further appearing by the hereinbefore referred to stipulation that the said parties have settled their interest in and to the fund on deposit, Now Therefore

IT IS ORDERED, ADJUDGED AND DECREED that the Clerk of this Court pay to Norton Clapp and Evelyn Clapp, husband and wife, the sum of \$12,500.00 from and out of the sum of \$15,000.00 remaining on deposit with the clerk in the above entitled matter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the clerk of this court pay unto Richard Camp and K. Marjorie Camp, husband and wife, the sum of \$2500.00 from and out of the sum remaining on deposit with the clerk of the above entitled court in the above entitled cause, it being the balance due as just compensation for the taking of the following described property by the United States of America, to wit:

All that land lying and being situate in the City of Tacoma, County of Pierce, State of Washington, described as follows:

Beginning at a point on the northeasterly line of Alexander Avenue 456 feet northwesterly from the point of intersection of the southeasterly extension of the northeasterly line of said Alexander Avenue and the northwesterly line of South 11th Street; thence from said point of beginning north $47^{\circ} 15' 36''$ W., the northeasterly line of said Alexander Avenue 546.9 feet to a point; thence leaving Alexander Avenue and crossing the lands of Evelyn Clepp, north $42^{\circ} 44' 24''$ E., a distance of 1040.8 feet to the south line of Hylebos Creek Waterway; thence South $69^{\circ} 23'$ E with said south line of Hylebos Creek Waterway, a distance of 590.4 feet to the northwesterly corner of the lands of George Barbara; thence leaving said Hylebos Creek Waterway, parallel to the northwesterly line of South 11th Street, 1,263.1 feet more or less to the point of beginning, containing 14.46 acres, more or less, subject to existing over-lepping and mooring rights.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the payment of said sums shall have no effect upon the original jurisdiction of this court in respect to the above entitled cause and the same shall be held open for such orders as the court may deem meet and proper.

Done in open court this 29 day of February, 1944.

CHARLES H. LEAVY
United States District Judge

The foregoing is a full, true and correct copy of the within order as the same was read in open court this 28 day of March 1944.

Presented by:

A. L. LEE
Attorney for Norton Clapp and Evelyn Clapp, husband and wife

ANDREW M. SHORETT, Clerk
By E. Redman

Approved:

Special Attorney, Department of Justice

Approved:

EISENHOWER, HUNTER & RAMSDALL
Attorneys for Richard Camp and K. Marjorie Camp.

order is hereby acknowledged this 29th day of February, 1944.
of Anthony L. Stella
Special Attorney
Department of Justice

MS:lh

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Petitioner,

v.

14.16 Acres of Land in Pierce
County, Washington, and
EVELYN CLAPP, et al.,

Respondents.

DOCKET NO. 447

FINAL JUDGMENT

(Filed Feb. 29, 1944)

This matter coming on regularly for hearing this day on the oral motion of the petitioner, United States of America, for the entry of a final judgment herein, and it appearing to the Court that on the 15th day of September, 1943 the petitioner, United States of America, filed herein a declaration of taking and deposited in the registry of this Court the sum of \$72,300.00 as estimated just compensation for the land described in said declaration of taking and hereinafter described; and it further appearing that the only persons or parties interested in said real property or in the compensation to be paid therefor, are Norton Clapp and Evelyn Clapp, husband and wife, and Richard Camp and K. Marjorie Camp, husband and wife, and that upon petition of said respondents, Norton Clapp and Evelyn Clapp, husband and wife, there was entered herein on February 16, 1944 an order of this Court directing the Clerk of this Court to pay said respondents, Norton Clapp and Evelyn Clapp, husband and wife, \$57,300.00 from out of the sum of \$72,300.00 on deposit in the registry of this Court on account of the taking of said real property; and it further appearing that on the 29th day of February, 1944, upon stipulation between the respondents Norton Clapp and Evelyn Clapp, through their attorney A. L. Lee, and Richard Camp and K. Marjorie Camp, through their attorneys, Fisenhower, Hunter and Ramsdell, an order was entered herein directing the Clerk of the Court to pay the sum of \$12,500.00 to Norton Clapp and Evelyn Clapp, husband and wife, and the sum of \$2,500.00 to Richard Camp and

(20)

Marjorie Camp, husband and wife; and it further appearing that no final judgment has been entered herein but that respondents, Norton Clapp and Evelyn Clapp, husband and wife, entered into a stipulation for agreed judgment filed herein on October 15, 1943 whereby the respondents agreed that the sum of \$72,300.00 on deposit in the Registry of the Court was just compensation for the taking of the property herein described, and the Court being fully advised in the premises, now therefore, it is hereby

ORDERED, ADJUDGED and DECREED that the just compensation for the taking of the real property hereafter described is the sum of \$72,300.00, said real property being more particularly described as follows:

All of that land lying and being situate in the City of Tacoma, County of Pierce, State of Washington, described as follows:

Beginning at a point on the northeasterly line of Alexander Avenue, 456 feet northwesterly from the point of intersection of the north-easterly extension of the northeasterly line of said Alexander Avenue and the northeasterly line of East 11th Street; thence from said point of beginning N. $47^{\circ} 15' 36''$ E., along the north-easterly line of said Alexander Avenue, 546.94 feet to a point; thence leaving Alexander Avenue and crossing the lands of Evelyn Clapp, N. $42^{\circ} 44' 24''$ E., a distance of 1040.83 feet to the south line of Hylebos Creek Waterway; thence S. $69^{\circ} 23'$ E., with said south line of Hylebos Creek Waterway, a distance of 590.4 feet to the northwesterly corner of the lands of George Barbara; thence leaving said Hylebos Creek Waterway, parallel to the northwesterly line of East 11th Street, 1263.175 feet, more or less, to the point of beginning, containing 14.46 acres, more or less. SUBJECT to overlapping assessment in accordance with stipulation on file herein.

It is further ORDERED, ADJUDGED and DECREED that all payments heretofore made by the Clerk of this Court which sums total \$72,300.00 be, and the same is hereby adjudged to be just compensation for the taking of the real property hereinbefore described.

It is further ORDERED, ADJUDGED and DECREED that title to the above-described land is vested in the United States of America free and

clear of all charges, interest, claims, taxes, liens or encumbrances of any kind or character whatsoever.

DONE IN OPEN COURT this 29 day of March, 1944.

CHARLES H. LEAVY
United States District Judge

Presented by:

ANTHONY L. STELLA
Special Attorney
Department of Justice

Approved:

Attorney for respondents,
Morton Clapp and Evelyn Clapp

The foregoing is a full, true and correct copy of
the within document. 29 day

March 4, 1916
By Elmer Kirchman DEPUTY

20 1 11 01 00A AM91

100-443614-100

221

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Petitioner,

Civil No. 447

vs.

14.46 acres of land in Pierce
County, Washington; Evelyn
Clapp, et al.,

JUDGMENT AND ORDER TO PAY

FUNDS

(Filed Feb. 16, 1944)

Respondents.

This matter coming on regularly for hearing this day on the petition of Norton Clapp and Evelyn Clapp, husband and wife, to withdraw a portion of the funds heretofore deposited in the registry of the above entitled court as the estimated just compensation to be paid by the United States of America for the taking of the real property described in the Petition for Condemnation and the Declaration of Taking herein, and hereinafter more fully described, and said respondents having appeared herein and having consented to the jurisdiction of this court, and having waived notice of hearing, and the court having considered said petition and having heard testimony, and being duly advised in the premises goes,

ORDER, ADJUDGE AND DECREE that the Clerk of this Court pay to Norton Clapp and Evelyn Clapp, husband and wife, the sum of \$57,300.00 from and out of the sum of \$72,300.00 heretofore deposited with the Clerk as just compensation for the taking of the following described property by the United States of America, to wit:

All that land lying and being situate in the City of Tacoma, County of Pierce, State of Washington, described as follows:

Beginning at a point on the northeasterly line of Alexander Avenue 456 feet northeasterly from the point of intersection of the southeasterly extension of the northeasterly line of said Alexander Avenue and the northwesterly line of South 11th Street; thence from said point of beginning north 47° 15' 36" W., the northeasterly line of said Alexander Avenue

1.

853279

(21)

346.9 feet to a point; thence leaving Alexander Avenue and crossing the lands of Evelyn Clapp, north 42° 44' 24" E., a distance of 1040.8 feet to the south line of Hylebos Creek Waterway; thence South 69° 23' E with said south line of Hylebos Creek Waterway, a distance of 590.4 feet to the northwesterly corner of the lands of George Barbara; thence leaving said Hylebos Creek Waterway, parallel to the northwesterly line of South 11th Street, 1,263.1 feet more or less to the point of beginning, containing 14.46 acres, more or less.

IT IS FURTHER ORDERED that the payment of said sums shall have no effect upon the original jurisdiction of this court in respect to the above-entitled cause and the same shall be held open for such further orders as the court may deem meet and proper.

Done in open court this 16th day of February, 1944.

CHARLES H. LEAVY
United States District Judge

Presented by:

A. L. LEE
Attorney for Norton Clapp
and Evelyn Clapp, husband
and wife.

Approved:

ANTHONY L. STELLA
Special Attorney
Department of Justice

The foregoing is a full, true and correct copy of
the within instrument
WITNESS my hand and official seal this 28 day
of March 1944

JULIUS W. SCHUMBERG, Clerk
By E. Redmayne DEPUTY

Approved:

EISENHOWER, HUNTER & RAMSDALL
Attorney for Richard Camp and K.
Marjorie Camp.

*Copy of the above
made by [unclear]
acknowledged
this 24th day of
February, 1944
Anthony L. Stella*



Office of the Attorney General
Washington, D.C.

August 14, 1944

Honorable James V. Forrestal
Secretary of the Navy
Washington, D. C.

My dear Mr. Secretary:

I have examined the certificate of title and transcript of record in the condemnation proceeding entitled United States of America v. 14.46 acres of land in Pierce County, Washington, Evelyn Clapp, et al., Civil No. 447, in the United States District Court for the Western District of Washington, Southern Division, pertaining to the acquisition of a certain parcel of land in Pierce County, Washington, for the expansion of the Seattle-Tacoma Shipbuilding Company facilities.

The land is more fully described in the copy of the final judgment enclosed.

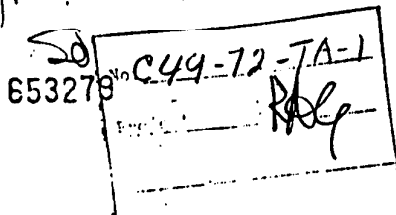
The certificate of title was prepared by the Commonwealth Title Insurance Company and is in satisfactory form.

In the final judgment dated March 29, 1944, it is determined that the just compensation for the land is the sum of \$72,300.00, which amount was deposited into the registry of the court at the time of the filing of the declaration of taking. The proceeding has been regularly conducted, the judgment is satisfied and a fee simple title to the land has heretofore vested in the United States, subject to existing public utility easements.

Enclosed are the certificate of title, copy of the judgment and related papers.

Respectfully,

Francis Biddle
Attorney General



Booklet Out

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

From

1	UNITED STATES OF AMERICA,)	
2	Petitioner,)	DOCKET NO. 447.
3)	
4	V.)	STIPULATION FOR EXCLUSION
5	14.46 Acres of Land in Pierce)	OF OVERLAPPING EASEMENT.
6	County, State of Washington,)	
7	and)	
8	EVELYN CLAPP and NORTON CLAPP,)	
9	wife and husband, et al.,)	(filed _____, 194__)
10	Respondents.))	

WHEREAS, there were filed in the above-entitled cause on the 15th day of September, 1943, a declaration of taking, and a check in the sum of Seventy-two Thousand Three Hundred (\$72,300.00) Dollars, vesting fee simple title in the United States to the property more particularly described herein-after, said property rights being used in connection with the expansion of the Seattle-Tacoma Shipbuilding facilities, and

WHEREAS, there was entered on the 15th day of September, 1943 a judgment on the declaration of taking in this cause approving the action of the Acting Secretary of Navy and adjudicating the right of the United States to take said fee simple title and finding the same to have been vested by virtue of the Act of Congress approved February 26, 1931 (46 Stat. 1421) and

WHEREAS, possession having been taken of said property by petition in condemnation dated September 28, 1942, based upon the Second War Powers Act, 1942 (Public Law 507 - 77th Congress, Second Session), and

WHEREAS, there was in existence at the date of the taking of title by the United States a right in H. D. Maxwell and Josephine Maxwell, husband and wife, and the adjoining owner on the northwest of said property to establish a mooring buoy and overlap with ship or ships on said property as defined in

1 a deed recorded under Auditor's Fee No. 1310277, records of
2 Pierce County, Washington, and the same rights were reserved
3 to the owners of the property taken in this instance in the
4 lands owned by H. D. Maxwell and Josephine Maxwell, husband
5 and wife, and adjoining Parcel No. 7 and

6 WHEREAS, it is believed by H. D. Maxwell and Josephine
7 Maxwell, husband and wife, and by the petitioner, United
8 States of America that the said right to establish a mooring
9 buoy and overlap with ship or ships is equally beneficial to
10 H. D. Maxwell and Josephine Maxwell, husband and wife, and the
11 United States, and that the taking agency for the Government
12 will be more greatly benefited by having said reciprocal right
13 on the adjoining land of H. D. Maxwell and Josephine Maxwell,
14 husband and wife, than it would be damaged, injured or inter-
15 fered with by the same rights in H. D. Maxwell and Josephine
16 Maxwell, husband and wife, on said Parcel No. 7, now, there-
17 fore, it is hereby

18 STIPULATED and AGREED between the parties hereto that
19 there be excluded from the taking in the above-entitled cause
20 any right which H. D. Maxwell and Josephine Maxwell, husband
21 and wife, have to establish a mooring buoy and overlap with
22 ship or ships on Parcel 7 as defined in the deed recorded
23 under Auditor's Fee No. 1310277, records of Pierce County,
24 Washington, and it is further

25 STIPULATED and AGREED that the same rights reserved in
26 said deed to Norton Clapp and Evelyn Clapp, husband and wife,
27 their heirs and assigns, be and the same is hereby reserved
28 to the petitioner, United States of America, its heirs and
29 assigns, and it is further

30 STIPULATED and AGREED that there be entered an order of
31 the Court excluding said right in H. D. Maxwell and Josephine
32 Maxwell, husband and wife, from the taking in this cause and

forever barring H. D. Maxwell and Josephine Maxwell, husband and wife, from any claim by virtue of this condemnation proceeding or anything taken thereunder; the property referred to herein is situate in Pierce County, State of Washington, and is more particularly described as follows:

PARCEL 7:

Beginning at a point on the northeasterly line of Alexander Avenue, 456 feet northwesterly from the point of intersection of the southeasterly extension of the northeasterly line of said Alexander Avenue and the northwesterly line of East 11th Street; thence from said point of beginning N. 47° 15' 36" W., along the northeasterly line of said Alexander Avenue, 546.94 feet to a point; thence leaving Alexander Avenue and crossing the lands of Evelyn Clapp, N. 42° 44' 24" E., a distance of 1040.83 feet to the south line of Hylebos Creek Waterway; thence S. 69° 23' E., with said south line of Hylebos Creek Waterway, a distance of 590.4 feet to the northwesterly corner of the lands of George Barbare; thence leaving said Hylebos Creek Waterway, parallel to the northwesterly line of East 11th Street, 1263.175 feet, more or less, to the point of beginning, containing 14.46 acres, more or less.

SUBJECT, however, to existing public utility easements.

UNITED STATES OF AMERICA

Special Attorney
Department of Justice

50

/s/ H. D. MAXWELL
H. D. Maxwell

APPROVED:

/s/ JOSEPHINE MAXWELL
Josephine Maxwell

Commandant, Thirteenth Naval District

/s/ E. B. KEATING
By direction

Representative, Bureau of Yards and Docks

UNITED STATES NAVY

C49-72-5a-1

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF WASHINGTON

SOUTHERN DIVISION

United States of America,

Petitioner,

v.

14.46 acres of land in
Pierce County, Washington;
Evelyn Clapp, et al.,

Defendants

Civil No. 447

Shirley P. ...
10/26/42

DECLARATION OF TAKING

WHEREAS, pursuant to the Acts of Congress approved March 27, 1942 (Public Law 507, 77th Congress) and February 7, 1942 (Public Law 441, 77th Congress), the above styled condemnation proceeding has been instituted,

NOW, THEREFORE, pursuant to the provisions of the Act of Congress approved February 26, 1931 (46 Stat. 1421), I, Acting Secretary of the Navy, acting for and in behalf of the Secretary of the Navy, do hereby make and cause to be filed this Declaration of Taking, and by virtue of authority thereof do hereby state that the lands selected for acquisition are shown as Parcel Seven (7) on a map entitled "U. S. Navy Seattle & Tacoma Shipyard Site," dated June, 1943, attached hereto as Exhibit "A". The lands selected for acquisition aggregate fourteen and forty-six hundredths acres (14.46), more or less, in Pierce County, Washington, and are more particularly described as follows:

Beginning at a point on the northeasterly line of Alexander Avenue, 456 feet northwesterly from the point of intersection of the southeasterly extension of the northeasterly line of said Alexander Avenue and the northwesterly line of East 11th Street; thence from said point of beginning N. 47° 15' 36" W., along the northeasterly line of said Alexander Avenue, 546.94 feet to a point; thence leaving Alexander Avenue and crossing the lands of Evelyn Clapp, N. 42° 44' 24" E., a distance of 1040.83 feet to the

(149)

south line of Hylebos Creek Waterway; thence S. 69° 23' E., with said south line of Hylebos Creek Waterway, a distance of 590.4 feet to the northwesterly corner of the lands of George Barbara; thence leaving said Hylebos Creek Waterway, parallel to the northwesterly line of East 11th Street, 1263.175 feet, more or less, to the point of beginning, containing 14.46 acres, more or less.

And I do declare the lands to be taken under authority of the aforesaid Acts of Congress; that the use to which the lands are to be put is the expansion of the Seattle-Tacoma Shipbuilding Facilities; and that the estate hereby taken in said lands for the public use aforesaid is in fee simple, subject, however, to existing public utility easements.

And I do hereby state that the sum of money estimated by me to be just compensation for all of said lands, improvements thereon, and appurtenances thereunto belonging is Seventy-two Thousand Three Hundred Dollars (\$72,300), which is hereby deposited into the registry of the court for the use and benefit of the persons entitled thereto. The purported owners of the lands are Norton and Evelyn Clapp.

I am of the opinion that the ultimate award for the taking of said lands will be within the limits prescribed by Congress.

IN WITNESS WHEREOF, the Petitioner, by and through the Acting Secretary of the Navy, acting for and in behalf of the Secretary of the Navy, has caused this Declaration of Taking to be signed and the seal of the Navy Department to be affixed hereto in the City of Washington, District of Columbia, this 26th day of July, 1943.

UNITED STATES OF AMERICA

(SEAL)

By James Forrestal
Acting Secretary of the Navy

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

UNITED STATES OF AMERICA,
Petitioner,

v.

14.46 Acres of Land situate
in Pierce County, State of
Washington; and
EVELYN CLAPP and NORTON CLAPP,
wife and husband;
PIERCE COUNTY, a municipal
corporation;
RICHARD CAMP and K. MARJORIE
CAMP, husband and wife;
COMMERCIAL WATERWAY DISTRICT
NO. 1;
H. D. MAXWELL and JANE DOE
MAXWELL, husband and wife;
CITY OF TACOMA, a municipal
corporation;

Also, all other person or
parties unknown claiming any
right, title, estate, lien, or
interest in the real estate
described herein, or any
portion thereof.

Respondents.

DOCKET No. 447

JUDGMENT ON THE DECLARATION
OF TAKING

Filed Sept. 15, 1943

This day comes the petitioner, the United States of
America, by F. P. Keenan, Special Assistant to the Attorney
General of the United States, and John W. Fishburne, Special
Attorney for the Department of Justice, and moves the Court
to enter a judgment vesting title in the United States of
America in and to the property hereinafter more particularly
described, together with all improvements thereon and
appurtenances thereunto belonging.

It appearing to the Court that there is on file in
this cause a petition in condemnation instituted under and
in accordance with the Acts of Congress approved March 27,
1942 (Public Law 507, 77th Congress) and February 7, 1942

(Public Law 441, 77th Congress),

It further appearing to the Court that the Navy Department of the United States of America, secured immediate possession, under the Second War Powers Act approved March 27, 1942, from the former owners of the property hereinafter more particularly described, as of the date of the filing of the petition in condemnation, to-wit, September 28, 1942; and that a declaration of taking having been filed herein, and the Court being fully advised in the premises finds as follows:

FIRST: That the United States of America is entitled to acquire property by eminent domain under the provisions of the Acts of Congress approved March 27, 1942 (Public Law 507, 77th Congress), and February 7, 1942 (Public Law 441, 77th Congress), and under the further provision of the Act of Congress approved February 26, 1931 (46 Stat. 1421).

SECOND: That a petition for condemnation was filed at the request of the Acting Secretary of the Navy of the United States, the authority empowered by law to acquire the land described in said petition, and also under the authority of the Attorney General of the United States.

THIRD: That in said petition and declaration of taking a statement of the authority under which and the public use for which said land, together with improvements thereon and appurtenances thereunto belonging, is taken is set out, and that James Forrestal, Acting Secretary of the Navy, is the person duly authorized and empowered by law to acquire land such as is described in the petition for the purposes aforesaid, and that the Attorney General of the United States is the person authorized by law to direct the institution of such condemnation proceedings.

1 FOURTH: That a proper description of the land sought
2 to be taken, sufficient for the identification thereof, is
3 set out in said declaration of taking.

4 FIFTH: A statement of the estate or interest in
5 said land taken for said public use is set out in said
6 declaration of taking.

7 SIXTH: A plat showing the land taken is annexed to
8 and incorporated in said declaration of taking.

9 SEVENTH: A statement of the sum of money estimated
10 by said acquiring authority to be just compensation for the
11 land taken, together with the improvements thereon and the
12 appurtenances thereunto belonging, to wit: the sum of
13 SEVENTY TWO THOUSAND THREE HUNDRED (\$72,300.00) DOLLARS
14 is set out in said declaration of taking and said sum has
15 been deposited in the Registry of the Court.

16 EIGHTH: That there is a statement in said declaration
17 of taking that the estimated ultimate award of damages for
18 the taking of said property, in the opinion of the Acting
19 Secretary of the Navy of the United States, probably will
20 be within any limits prescribed by Congress to be paid as a
21 price therefor.

22 And the Court having fully considered said petition in
23 condemnation and the declaration of taking and the statutes
24 in such case made and provided, is of the opinion that the
25 United States of America is entitled to take said property,
26 together with all improvements thereon and appurtenances
27 thereunto belonging, and have the title thereto vested in it
28 pursuant to the Act of Congress approved February 26, 1931
29 (46 Stat. 1421). It is therefore considered by the Court,
30 and it is the order, judgment and decree of the Court, that
31 title to the following described land together with all
32 improvements thereon and appurtenances thereunto belonging,

(Check assignment in Parcel 13 of "B"
(have done, is the same) Exhibit #51

" " " " " "

" " " " " " "E"

Write new legal for Parcel "E"



in fee simple absolute, subject to existing public utility easements, be and the same is hereby vested in the United States of America, and said land, together with all improvements thereon and appurtenances thereunto belonging, is deemed to be condemned and taken and is condemned and taken for the use of the United States, and the right to just compensation shall vest in the persons entitled thereto as of the time of the filing of the declaration of taking herein simultaneously with the passage of title to the petitioner, the United States of America, and when said compensation shall be determined herein it shall be awarded in this proceeding to the persons entitled thereto and established by judgment pursuant to law.

The land so condemned and taken by said declaration of taking aggregates 14.46 acres, more or less, situate and being in the County of Pierce, State of Washington, wholly within the Western District of Washington, and is described as follows:

Parcel No. 7:

Beginning at a point on the northeasterly line of Alexander Avenue, 456 feet northwesterly from the point of intersection of the southeasterly extension of the northeasterly line of said Alexander Avenue and the northwesterly line of East 11th Street; thence from said point of beginning N. 47° 15' 36" W., along the northeasterly line of said Alexander Avenue, 546.94 feet to a point; thence leaving Alexander Avenue and crossing the lands of Evelyn Clapp, N. 42° 44' 24" E., a distance of 1040.83 feet to the south line of Hylebos Creek Waterway; thence S. 69° 23' E., with said south line of Hylebos Creek Waterway, a distance of 590.4 feet to the northwesterly corner of the lands of George Barbare; thence leaving said Hylebos Creek Waterway, parallel to the northwesterly line of East 11th Street, 1263.175 feet, more or less, to the point of beginning, containing 14.46 acres, more or less.

SUBJECT, however, to existing public utility easements.

1 It is further ORDERED, ADJUDGED and DECREED that
2 the possession of the above-described property heretofore
3 secured by the Navy Department of the United States of
4 America, is hereby confirmed and the petitioner, United
5 States of America, shall have and continue to have possession
6 of said property hereafter.

7 It is further ORDERED that the return date in the
8 above-entitled cause be, and it is hereby fixed as Monday,
9 October 11, 1943, at 1:45 o'clock P.M.

10 DONE IN OPEN COURT this 15th day of September, 1943.

11
12
13 CHARLES H. LEAVY
14 United States District Judge

15
16 Presented by:

17 JOHN W. FISHAUANE
18 Special Attorney
19 Department of Justice
20
21
22

23 The foregoing is a full, true and correct copy of
24 the within instrument, filed on 15 Sept 1943
25 WITNESS my hand and official seal this 15 day
26 of September 1943
27 JERSON W. SHORRITT, Clerk
By Elmer Birchman DEPUTY
28
29
30
31
32

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

United States of America,
Petitioner,

v.

Civil No. 5711

26.80 acres of land, more
or less, in Tacoma, Pierce
County, Washington; Evelyn
Clapp, et al.,

Defendants

DECLARATION OF TAKING

WHEREAS, pursuant to the Acts of Congress approved March 27, 1942, (Public Law 507, 77th Congress) and April 28, 1942 (Public Law 528, 77th Congress), the above styled condemnation proceeding has been instituted,

NOW, THEREFORE, pursuant to the provisions of the Act of Congress approved February 26, 1931 (46 Stat. 1421), I, Acting Secretary of the Navy, acting for and in behalf of the Secretary of the Navy, do hereby make and cause to be filed this Declaration of Taking, and by virtue of authority thereof do hereby state that the lands selected for acquisition are shown as Parcel 9 on a map entitled "U. S. Navy Seattle & Tacoma Shipyard Site," dated June, 1943, attached hereto as Exhibit "B". The lands selected for acquisition aggregate six and eight-tenths (6.8) acres, more or less, in Pierce County, Washington, and are more particularly described as follows:

Beginning at a point which is the most southerly corner of Block 6 "A" of the State Land Commissioner's replat of Blocks 13 to 48 inclusive of Tacoma Tide lands (formerly in King County) filed under date of December 23, 1918, commonly and generally referred to as the "Ashton Replat" said point being on the north-westerly boundary line of the highway designated on

the records of Pierce County as "South Eleventh Street"; thence running S. 42° 44' 24" W., 539.923 feet to the true point of beginning; thence at right angle to said northwesterly boundary line of South Eleventh Street, N. 47° 15' 36" West, 456 feet; thence parallel with said line of South Eleventh Street, S. 42° 44' 34" W., 670.08 feet to the present northeasterly line of Alexander Avenue; thence along the northeasterly line of Alexander Avenue S. 47° 15' 36" E., 320 feet to a point; thence on a curve to the left having a radius of 280 feet for a distance of 288.50 feet to a point which is the intersection of the northwesterly boundary line of South Eleventh Street and said curve; thence along the northwesterly line of South Eleventh Street N. 42° 44' 24" E., 430.08 feet, more or less, to the point of beginning, containing 6.80 acres, more or less.

And I do declare the lands to be taken under authority of the aforesaid Acts of Congress; that the use to which the lands are to be put is a Receiving Station at Tacoma; and that the estate hereby taken in said lands for the public use aforesaid is in fee simple, subject, however, to existing public utility easements.

And I do hereby state that the sum of money estimated by me to be just compensation for all of said lands, improvements thereon, and appurtenances thereunto belonging is Nineteen Thousand Eight Hundred Forty-five Dollars (\$19,845.00), which is hereby deposited into the registry of the court for the use and benefit of the persons entitled thereto. The purported owners of the lands are Norton and Evelyn Clapp.

I am of the opinion that the ultimate award for the taking of said lands will be within the limits prescribed by Congress.

IN WITNESS WHEREOF, the Petitioner, by and through the Acting Secretary of the Navy, acting for and in behalf of the Secretary of the Navy, has caused this Declaration of Taking to be signed and the seal of the Navy Department to be affixed hereto in the City of Washington, District of Columbia, this 6th day of September, 1943.

UNITED STATES OF AMERICA

(SEAL)

By

James Forrestal

HR13/H1-13
7-5-7/HFN/acl
649-73-Ta-2

October 9, 1943

To: The Chief of Naval Operations.

Subj: Acquisition of 6.80 acres of land in Pierce County, Washington.

1. The United States of America became vested with a valid title to the subject land on September 15, 1943, pursuant to the declaration of taking filed on that date in the United States District Court for the Western District of Washington, Southern Division, in the case of United States of America v. 6.80 acres of land, more or less, in Tacoma, Pierce County, Washington, and Evelyn Clapp, et al., Civil No. 871. This land was acquired for use as a Receiving Station at Tacoma, Washington. The sum of \$19,845.00 was deposited into the Registry of the Court at the time of the filing of the declaration of taking as estimated just compensation for the land.
2. The Attorney General in his letter of September 22, 1943, stated that a valid title to the land is vested in the United States subject to existing public utility easements.
3. It is requested that the clearance of the above-mentioned land be obtained through the Real Estate Section, Public Buildings Administration, Federal Works Agency, and forwarded to this office for its records.

By direction of the Chief of the Bureau of Yards and Docks.

JOHN J. GOURNEZ
Head Real Estate Division

CC: Gm13
BuPers

File - Real Estate Files -

ADDRESS REPLY TO
"THE ATTORNEY GENERAL"
AND REFER TO
INITIALS AND NUMBER

DEPARTMENT OF JUSTICE

WASHINGTON, D. C. (25)

September 22, 1943

RJL - HA

33-49-518

77813/N1-13
F-5

Chief, Bureau of Yards and Docks
Real Estate Division
Department of the Navy
Washington, D. C.

Dear Sir:

Reference - United States v. 6.80 Acres of Land in Tacoma,
Pierce County, Washington, and Evelyn Clapp, et al., No. 571, Receiv-
ing Station.

Enclosed herewith for your files you will find a certified
copy of the petition in condemnation and judgment on the declaration
of taking entered in this proceeding on September 15, 1943, together
with a receipt of the clerk of court for the sum of \$19,845.00 depos-
ited as estimated just compensation.

A valid title to the land and estate described in the judg-
ment on the declaration of taking vested in the United States of
America on September 15, 1943.

Respectfully,
For the Attorney General

J. Edward Williams
J. EDWARD WILLIAMS
Acting Head, Lands Division

Enclosure *Enclosure*
No. 824698



399644

2482

No. C49-72-TA-2
<i>PAQ</i>
File
Docket Out

110

CHECK RECEIPT

September 10, 1943
(Date)

I hereby acknowledge receipt of Check No. 308,272
dated Sept. 9, 1943 drawn on the Treasurer of the United States,
payable to Clerk of the U. S. District Court for the Western
District of Washington Southern Division.
in the sum of \$19,845.00 by Lieutenant Commander W. J. McNeil,
Supply Corps, U.S.N.R., Symbol No. 50,220 for Purchase
of 6.80 acres of land, more or less, and fixed improvements in
Tacoma, Pierce County, Washington, for the establishment of
a Receiving Station at Tacoma.

File No.
049-72-TA-2

H. S. McNeil
name

title

room no.

DEPARTMENT OF JUSTICE

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Petitioner

v.

6.80 Acres of Land, More or Less,
in Tacoma, Pierce County, Washing-
ton, and

EVELYN CLAPP, et al.,

Respondents

INITIAL PARTIAL
T R A N S C R I P T

NO. 571

Parcel

RJL-HA
33-49-513

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

UNITED STATES OF AMERICA,
Petitioner,

v.

6.80 Acres of Land, More or Less,
in Tacoma, Pierce County, Wash-
ington, and
EVELYN CLAPP and NORTON CLAPP,
wife and husband;
PIERCE COUNTY, a municipal cor-
poration;
CITY OF TACOMA, a municipal cor-
poration;

Also all other persons or parties
unknown claiming any right, title,
estate, lien or interest in the
real estate described herein, or
any portion thereof,

Respondents.

DOCKET NO.

571

PETITION IN CONDEMNATION

(filed Sept. 15, 1943)

Now comes the United States of America by F. P. Keenan,
Special Assistant to the Attorney General of the United
States and John W. Fishburne, Special Attorney for the Depart-
ment of Justice, at the direction and under the authority of
the Attorney General of the United States, pursuant to the
request of the Acting Secretary of the Navy, acting for and
in behalf of the Secretary of the Navy, and represents unto
the Court as follows:

I.

This proceeding is instituted under authority of the
provisions of the Acts of Congress approved March 27, 1942
(Public Law 507, 77th Congress), April 28, 1942 (Public Law
528, 77th Congress) and the Act of Congress approved February
26, 1931 (46 Stat. 1421), and Acts supplementary thereto and
amendatory thereof.

II.

The Acting Secretary of the Navy, acting for and in be-
half of the Secretary of the Navy, acting under authority

1 vested in him by said Acts, has determined that in his opinion
2 it is necessary and advantageous to acquire for the United
3 States by condemnation, under judicial process, certain land
4 hereinafter to be described, for the purposes described in
5 said Acts, to-wit, to be used as a Receiving Station at Tacoma,
6 for immediate public use by the United States of America, and
7 such selection, designation and determination ever since have
8 been and now are in full force and effect.

9 III.

10 The land sought to be condemned and taken aggregates
11 6.80 acres of land in Pierce County, State of Washington,
12 and more particularly described as follows:

13 PARCEL NO. 9:

14 Beginning at a point which is the most southerly
15 corner of Block 6 "A" of the State Land Commissioner's
16 replat of Blocks 13 to 48 inclusive of Tacoma Tide
17 lands (formerly in King County) filed under date of
18 December 23, 1918, commonly and generally referred
19 to as the "Ashton Replat" said point being on the
20 northwesterly boundary line of the highway desig-
21 nated on the records of Pierce County as "South
22 Eleventh Street"; thence running S. $42^{\circ} 44' 24''$ W.,
23 539.923 feet to the true point of beginning; thence
24 at right angle to said northwesterly boundary line
25 of South Eleventh Street, N. $47^{\circ} 15' 36''$ West, 456
26 feet; thence parallel with said line of South
27 Eleventh Street, S. $42^{\circ} 44' 34''$ W., 670.08 feet
28 to the present northeasterly line of Alexander
29 Avenue; thence along the northeasterly line of
30 Alexander Avenue S. $47^{\circ} 15' 36''$ E., 320 feet to a
31 point; thence on a curve to the left having a
32 radius of 280 feet for a distance of 288.50 feet
to a point which is the intersection of the north-
westerly boundary line of South Eleventh Street
and said curve; thence along the northwesterly
line of South Eleventh Street N. $42^{\circ} 44' 24''$ E.,
430.08 feet, more or less, to the point of begin-
ning, containing 6.80 acres, more or less.

IV.

28 The estate sought to be condemned in said land, for the
29 public use aforesaid, is the full fee simple title in and to
30 said lands, including all buildings and improvements thereon,
31 if any, all appurtenances thereto, and all interests therein,
32 subject, however, to existing public utility easements.

V.

Said respondents, general and all and singular, the heirs, husbands, wives, devisees, executors, administrators, representatives, successors, assigns of each and every of the above-named respondents; and all unknown owners, lienors and claimants having or claiming any right, title, estate, equity, interest or lien, and all occupants, lessees, licensees and users and holders and owners of and claimants to easements in, on, over, across, or through said lands; and all persons, companies or corporations claiming any title or interest to or in any of said tracts of land, are made parties respondent to the end that they may come into Court and by proper pleadings make claim to said lands or to the proceeds arising therefrom.

VI.

Simultaneously with the filing of this petition, James Forrestal, Acting Secretary of the Navy, is causing to be filed in this Court and cause a declaration of taking pursuant to the provisions of said Acts of Congress, and any acts amendatory thereof or supplementary thereto, wherein and whereby said land heretofore described is taken in full fee simple absolute, together with all buildings and improvements thereon, if any, all appurtenances thereto, and all interests therein, subject, however, to existing public utility easements, for the use and benefit of the United States of America as aforesaid, and that with the filing of said declaration of taking the petitioner is paying into the registry of this Court, to the use and benefit of the persons entitled thereto, as the estimated just compensation for the taking of said land hereinabove described, the sum of NINETEEN THOUSAND EIGHT HUNDRED FORTY-FIVE (\$19,845.00) DOLLARS.

WHEREFORE, petitioner prays: That this Honorable Court adjudge that the public use for which the petitioner takes and

condemns said land is a necessary public use, and that the
uses to which said property is to be applied are uses authorized
by law and that all of said land taken is necessary thereto;
that a jury be empaneled to fix and determine the just and
proper award and compensation for the property herein des-
cribed, or in case a jury be waived then that the compensa-
tion to be made as aforesaid, be ascertained and determined
according to law by the Court or a Judge thereof; to ascer-
tain and determine the parties entitled to the sum awarded
as just compensation for said land; to adjudge and decree
that the title to said land is vested in the United States of
America in fee simple absolute, with all buildings and im-
provements thereon, all appurtenances thereto, and all
interests therein, subject, however, to existing public
utility easements, and to fix a time within which and the
terms upon which the parties in possession shall be required
to surrender possession to the petitioner herein; and to
grant such other and further relief as may be lawful and proper.

F. P. KEENAN
Special Assistant to
The Attorney General

JOHN W. FISHBURNE
Special Attorney
Department of Justice

1 UNITED STATES OF AMERICA }
2 WESTERN DISTRICT OF WASHINGTON } ss.
3 SOUTHERN DIVISION

4 JOHN W. FISHBURNE, being first duly sworn, under oath
5 deposes and says:

6 That he is a Special Attorney, Lands Division, Depart-
7 ment of Justice, and as such makes this verification for and
8 on behalf of the United States, petitioner herein; that he
9 has read the foregoing petition, knows the contents thereof,
10 and the same is true of his own knowledge except as to matters
11 which are therein stated on his information and belief; the
12 source of affiant's information and the grounds for his
13 belief are the official communications, records, files and
14 documents received from the Attorney General of the United
15 States and from the Acting Secretary of the Navy, acting for
16 and in behalf of the Secretary of the Navy, and as to those
17 matters he believes the foregoing petition to be true.
18

19 JOHN W. FISHBURNE

20
21 SUBSCRIBED and SWORN to before me this 15th day of
22 September, 1943.

23
24 Elise Birchen
25 Deputy Clerk, U.S. District Court
26 Western District of Washington

27 The foregoing is a full, true and correct copy of
28 the within instrument filed Sept. 15, 1943
29 WITNESSES my hand and official seal this 15 day
30 of September, 1943
31 JUDSON W. SHORREPT, Clerk
32 By Elise Birchen
DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASH.
Office of the Clerk

September 18, 1943.

I, JUDSON W. SHORETT, Clerk of the United States District Court for the Western District of Washington, do hereby certify that I have this 18th day of September, 1943, received from the Acting Secretary of the Navy Check No. 303,272 in the amount of NINETEEN THOUSAND EIGHT HUNDRED FORTY-FIVE (\$19,845.00) DOLLARS, as estimated just compensation for the taking of certain land and appurtenances in Pierce County, State of Washington, in Cause No. 571, United States of America, Petitioner, v. 6.20 Acres of Land in Pierce County, State of Washington, and Evelyn Clapp, et al., respondents.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Court at Tacoma, Washington, this 18th day of September, 1943.

JUDSON W. SHORETT, Clerk

By *Elui Birckman*

Deputy